

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
WIRELESS SERVICES 2012-2016
Administered by the State of Nevada (hereinafter "Lead State")**

MASTER PRICE AGREEMENT
DISCOUNTCELL, INC
Nevada Contract Number: 1907
(hereinafter "Contractor")

And
State of Nevada
(hereinafter "Participating State")

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1. **Scope:** This Participating Addendum covers the WSCA Wireless Services Contract #1907, a copy of which is attached hereto as Exhibit A (the "Contract"), lead by the State of Nevada for use by state agencies and other entities located in the Participating **State/Entity** authorized by that state's statutes to utilize **state/entity** contracts.

2. **Participation:** Use of specific **WSCA** cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **state/entity** contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

INDIVIDUAL CUSTOMER: Each State agency and political subdivision, as a Participating Entity, that purchases products/services will be treated as if they were Individual Customers. Except to the extent modified by this Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

3. **Participating State Modifications or Additions to Master Price Agreement:**
(These modifications or additions apply only to actions and relationships within the Participating Entity.)

Termination for Non-appropriation: The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

Authorized Participating Entities: State of Nevada agencies, the University and Community College System, the Court System, the Legislative Counsel Bureau, and Local Governments (i.e., cities, counties, school districts, etc.) as defined in NRS §332.015, (collectively "Participating Entities") are authorized to use this contract, subject to all terms and conditions thereof pursuant to NRS §332.195. The parties acknowledge and agree that the State is not liable for the obligations

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resulting from use of this contract by any University and Community College System, the Court System, the Legislative Counsel Bureau, and Local Governments.

Nevada Quarterly Reporting: Contractor will provide a quarterly sales report showing the gross Nevada sales for the quarterly period just ended in accordance with the following schedule:

- 1st Quarter – January – March – due by May 15th
- 2nd Quarter – April – June – due by August 15th
- 3rd Quarter – July – September – due by November 15th
- 4th Quarter – October – December – due by February 15th

4. **Lease Agreements:** Leasing is NOT authorized under the category awarded for this contract.

5. **Primary Contacts:** The primary contact individual for this participating addendum are as follows (or their named successors):

Lead State

Name	Teri Smith, Purchasing Officer
Address	515 E. Musser St, Suite 300, Carson City, NV 89701
Telephone	775-684-0178
Fax	775-684-0188
E-mail	tlsmith@admin.nv.gov

Contractor - Administrative

Name	Jennifer King, President
Address	350 West 500 South, Provo, UT 84604
Telephone	801-235-9809
Fax	801-705-0324
E-mail	jking@discountcell.com

Contractor – Ordering/Purchasing Contact

Name	Janiel Jones, Manager
Address	350 West 500 South, Provo, UT 84604
Telephone	801-235-9809
Fax	801-705-0324
E-mail	corp@discountcell.com

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Participating Entity

Name	Teri Smith, Purchasing Officer
Address	515 E. Musser St., Suite 300, Carson City, NV 89701
Telephone	775-684-0178
Fax	775-684-0188
E-mail	tlsmith@admin.nv.gov

6. Subcontractors:

No dealers or resellers are authorized under this Master Price Agreement for this category of award.

7. Purchase Order Instructions:

All orders should contain the following (1) Mandatory Language "PO is subject to WSCA Contract # 1907" (2) Your Name, Address, Contact, & Phone-Number (3) Purchase order amount, itemized list of accessories. Please channel your PO through DiscountCell.

8. Price Agreement Number:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number **1907** and the Lead State price agreement number: 1907.

This Participating Addendum and the Master Price Agreement number 1907 (administered by the State of Nevada) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

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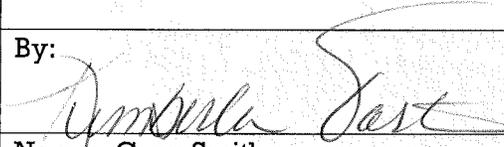
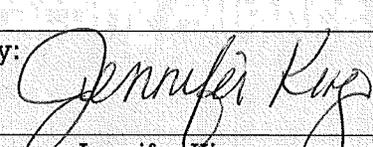
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9. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State: Nevada	Contractor: DiscountCell, Inc
By: 	By: 
Name: Greg Smith	Name: Jennifer King
Title: Administrator, Purchasing Division	Title: President
Date: 6/26/12	Date: 06/19/2012