PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
SOFTWARE VALUE-ADDED RESELLER CONTRACT (SVAR)
Master Price Agreement Number: ADSPO11 00000358-2
Administered by the State of Arizona (hereinafter "Lead State")
between
INSIGHT PUBLIC SECTOR
(hereinafter "Contractor" or "Insight")
And
State of Nevada
(hereinafter "Participating State")
(Participating State Contract Number: 8004)

1. Scope: This addendum covers the WSCA Software Value-Added Reseller Contract lead by the State of Arizona 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. This addendum shall be in effect from date of execution through June 2, 2014 unless so terminated with written notice by either party to the other.

This Participating Addendum adds the State of Nevada as a Participating State to purchase Software Licensing and Support from the WSCA/NASPO Software Value Added Reseller contract led by the State of Arizona. All governmental entities within the State of Nevada including all State Agencies, the Nevada System of Higher Education, the Court System, the Legislative Counsel Bureau and all Political Subdivisions within the State of Nevada are authorized to purchase software licensing and support. This Participating Addendum does NOT include the purchase of Microsoft licensing or support. Microsoft licensing and support will remain with the current contracted vendor.

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:
Pursuant to the Uniform Terms and Conditions, Paragraph 5.1 Amendments of the Master Price Agreement, the following requirements shall be added:

3.1 The Contractor may charge a credit card fee for those transactions as shown;

3.1.1 For transactions of $10,000.00 or less, the Contractor may not charge a credit card fee,

3.1.2 For transactions greater than $10,000.00 the Contractor may charge a credit card fee that shall not exceed 2.5%, and

3.1.3 If a fee is charged, it shall be reflected as a separate line item on the invoice.

4. Lease Agreements: Equipment or software lease agreement terms and conditions included in the Master Price Agreement are **NOT** approved for use by the State of Nevada.

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

Lead State

Name	Terri Johnson
Address	State of Arizona – Department of Administration State Procurement Office 100 N 15th Ave, Phoenix, AZ 85007
Telephone	602-542-9125
Fax	602-542-5508
E-mail	terri.johnson@azdoa.gov

Contractor

Name	Erica Falchetti
Address	Insight Public Sector 6820 S. Harl Avenue Tempe, AZ 85283
Telephone	800-467-4448 x-3071
Fax	480-760-9488
E-mail	erica.falchetti@insight.com

Participating Entity

Name	Marti Marsh
Address	State of Nevada – Department of Administration Purchasing Division 515 E. Musser St. #300, Carson City, NV 89701
Telephone	775-684-0180
Fax	775-684-0188
E-mail	mmarsh@admin.nv.gov

6. Purchase Order Instructions: All orders should contain the following: (1) Mandatory Language "PO is subject to WSCA Contract #ADSPO11-00000358-2"; (2) Your Name, Address, Contact, & Phone-Number; (3)

Purchase order amount; and (4) Contractor quote number, if applicable. **Orders should only be made out to Insight Public Sector.**

Orders of $5,000.00 and over for Nevada State Agencies will be placed by formal purchase order issued by the Nevada State Purchasing Division. All orders will be shipped promptly in accordance with the terms of the Master Price Agreement and invoices shall be submitted to Nevada State Purchasing for payment. Invoices and all correspondence related to an individual order will reflect the purchase order number issued by Nevada State Purchasing. Orders under $5,000.00 may be placed direct by a using entity to the contract vendor.

7. Price Agreement Number: All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include the Participating State contract number: **8004** and the Lead State price agreement number: ADSPO11-00000358-2.

8. Services: The terms of the Master Price Agreement shall apply each time Customer engages Contractor to provide services.

All onsite Services such as installation, de-installation, training or ongoing maintenance, excluding warranty and break/fix support, requested by state agencies will require the implementation of an Independent Contract for Services per NRS 333, NAC 333 and SAM 0300.

This Participating Addendum and the Master Price Agreement number ADSPO11-00000358-2 (administered by the State of Arizona) 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.

9. Reporting: Insight Public Sector will submit a quarterly sales report to the State of Nevada showing the gross Nevada sales for quarterly period just ended in accordance with the following schedule:

Quarter Ending	Report Due
June 30	July 31
September 30	October 31
December 31	January
March 31	April 30

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

Participating State:	Contractor:
By:	By:
Name: Kimberlee Taft	Name: Dave Cristal
Title: Dep Administrator	Title: GM VP
Date: 5/14/13	Date: 5/20/13

[Additional signatures as required by Participating State]