PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 2014-2019
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Aruba Networks, Inc.
Master Agreement No: AR608
(hereinafter "Contractor")

And

State of Nevada
(hereinafter "Participating State/Entity")
(Participating State Contract Number: 8229)

1. **Scope:** Contractor and the Division of Purchasing and General Services, an agency of the Lead State have executed State Cooperative Contract, Contract Number AR608 for Data Communications Products and Services 2014-2019 ("WSCA-NASPO Master Price Agreement" or "Master Agreement"). The Master Agreement, as now or hereafter amended, is incorporated into this addendum ("Participating Addendum") as if set forth at length. This Participating Addendum covers the Data Communications Products and Services contracts led by the State of Utah for use by all governmental entities within the State of Nevada including all State Agencies, the University and Community College System, the Court System, Legislative Counsel Bureau, Cities, Counties, Institutions of higher education, political subdivisions and other entities located in the Participating **State/Entity** authorized by that state's statutes to utilize **state/entity** contracts with the prior approval of the state's chief procurement official.

2. **Participation:** Use of specific WSCA-NASPO 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 prior 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.

   a. **Political Subdivision Participation**: Participation under this contract by political subdivisions (i.e. colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

3. **Participating State Modifications or Additions to Master Agreement:**

   a. **Purchase Orders:** Orders over $5,000.00 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 delivery guarantee 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 the Nevada State Purchasing Division. Orders under $5,000.00 may be purchased direct by the using agency.

   b. **Jurisdiction and Venue:** This Contract, its amendments and supplements thereto, shall be governed by the laws of the State of Nevada. Venue for all legal proceedings arising out of

the Contract, or breach thereof, shall be in the State or Federal Court with competent jurisdiction in Carson City, Nevada.

c. **Termination of the Participating Addendum:** This Participating Addendum may be canceled by the State of Nevada, Purchasing Division at any time, with or without cause, upon 30 days written notice to the contract vendor. In the event the contract vendor is in default, the contract is subject to immediate cancellation to the extent allowable by applicable law. In the event of such a cancellation, the contract vendor shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed and accepted. This Participating Addendum may be canceled by the contract vendor upon 60 days written notice to the State of Nevada, Purchasing Division.

d. **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. Prior to performing services in the State of Nevada, vendors must be appropriately licensed by the State of Nevada, Secretary of State's Office pursuant to NRS76.

e. **Delivery:** Contractor will use commercially reasonable efforts to ship all orders designated for shipment within 30 days for all products. Shipping terms are FOB destination, shipping and handling prepaid by the Contractor. All sales are final except as provided in Contractor's Limited Warranty.

f. **Payment:** Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail, EFT or via a State or political subdivision "Purchasing Card" with no additional charge.

g. **Evaluation Equipment:** If the contractor, by mutual agreement with the Participating Entity, wishes to allow the use of equipment for the purposes of evaluation prior to purchase, these "try and buy" acquisitions must be approved in writing by the Purchasing Division **prior** to the evaluation period per SAM 1511.0 (5). Final purchases of the

equipment shall comply with the terms of the Master Price Agreement and Participating Addendum.

h. **State of Nevada Quarterly Reporting:** Contractor shall provide quarterly sales reporting in accordance with the schedule in the Master Agreement.

4. **Lease Agreements:** Lease agreement terms and conditions have **not** been approved for use by Purchasing Entities under this Participating Addendum. Lease financing **may** be allowable separately under the terms and conditions of the lease financing arrangement with Aruba Networks or its designated and/or approved financing partner, as negotiated and agreed to by the using entity, the State of Nevada Attorney General's Office and approval by the Board of Examiners, as applicable.

5. **Primary Contacts**: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Dan Rivera
Address	1344 Crossman Ave., Sunnyvale, CA 94089
Telephone	+1--4085138985
Fax	
E-mail	drivera@arubanetworks.com

Participating Entity

Name	State of Nevada, Department of Administration, Purchasing Division
Contact:	Marti Marsh, Purchasing Officer
Address	515 E. Musser Street, #300
Telephone	(775) 684-0180
Fax	(775) 684-0188
E-mail	mmarsh@admin.nv.gov

The Parties will keep and maintain current at all times a primary point of contact for administration of this *Participating Addendum*.

6. Subcontractors: All Contractor dealers and resellers authorized in the State of Nevada, as shown on the dedicated **[contractor]** (cooperative contract) website, are approved to provide sales and service support to participants in the WSCA-NASPO Master Price Agreement. The Contractor dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. Subject to the minimum discounts set forth in the Master Agreement, Participating Entity acknowledges that Contractor cannot dictate or control a reseller's pricing to Participating Entity, and that such pricing shall be separately negotiated and agreed between Participating Entity and the applicable authorized reseller.

The Master Agreement number AR608 and the State Contract Number 8229 must appear on every Purchase Order placed under this Participating Addendum.

7. **Product & Services Offering:** The full suite of awarded product offerings available under the Master Agreement may be procured under this Participating Addendum. Product offering categories are limited to: **Networking Software, Security, Switches and Wireless (connectivity to wireless devices).**

8. **Term:** The term of this Participating Addendum shall begin on the date of last signature below. The term shall continue for a period ending May 31, 2019, the Termination Date of the Master Agreement or when this Participating Addendum is terminated in accordance with the Master Agreement, whichever shall occur first.

9. **Orders:** Any Order placed by an entity ordering under this Participating Addendum for a hardware, software and/or services the Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

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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: Kimberlie Carter	By: [redacted] Joshua Cash
Name: Kimberlie Carter	Name: Director, Commercial Counsel Aruba Networks, Inc.
Title: Dep Administrator	Title:
Date: 1/20/15	Date: Jan. 14, 2015

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For questions on executing a participating addendum, please contact:

WSCA-NASPO

Cooperative Development Coordinator	Paul Stembler
Telephone	651-206-3858
E-mail	pstembler@wsca-naspo.org

[Please email fully executed PDF copy of this document to PA@wsca-naspo.org to support documentation of participation and posting in appropriate data bases]