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
Brocade
(hereinafter "Contractor")

Master Agreement No: AR214

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 AR233 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. Capitalized terms not defined in this Participating Addendum shall have the meaning set forth in the Master Agreement. To the extent of a conflict of terms between the Master Agreement and this Participating Addendum, the order of precedence set forth in Section 1 of Attachment A of the Master Agreement shall apply.

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.

The Master Agreement number AR214 and the State Contract Number 8229 must appear on every Purchase Order placed under this Participating Addendum.

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.

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.

f. 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.

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

h. **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.

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 Brocade, 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.

a. Acquisition Options: Brocade is offering agencies 2 options to acquire a network:

1. Brocade Network Subscription: a unique "As-a-Service" acquisition plan that offers agencies:

- Pay-as-you-go network manageability for rapid provisioning and dynamic scaling capability to optimize resource utilization using OpEx dollars.
- Unlimited upgradability with flexible, risk-free terms that allow you to refresh the network footprint at any time to exploit technology advancements and adjust to ever emerging standards.
- No upfront capital investment is required; no long-term commitments or end-of-lease considerations to manage

In summary, Brocade Network Subscription is a solution that works today and offers agencies limitless flexibility to shift to fit the requirements of tomorrow. For more information go to www.NoNetworkCapEx.com.

2. Brocade Lease Plans: Utilizing either CapEx or OpEx dollars, Brocade can structure traditional lease options such as Fair Market Value, $1 Buyout Leases, and Municipal Leases (for qualified tax-exempt agencies). Term options range from 24-60 months. We can further customize payment streams to match variable annual budget requirements, as well as provide monthly, quarterly or annual payment options, deferred payment structures or custom step/skip payment options are also available.

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

Contractor

Name	Tania Craythorne
Address	130 Holger Way, San Jose, CA 95134
Telephone	(408) 333-6226
Fax	
E-mail	SLEDTeam@brocade.com

Participating Entity

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

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

[contractors] dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. **Orders:** Any Order placed by a Participating Entity or Purchasing Entity for equipment available from this 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.

The Master Agreement number AR213 and the State Contract Number 8229 must appear on every Purchase Order placed under this Participating Addendum.

8. **Product & Services Offering:** Brocade is authorized to provide equipment in the following categories available under the Master Agreement and may be procured under this Participating Addendum. Product offering categories include: **Data Center Application Services, Networking Software, Network Optimization and Acceleration, Routers, Security, Storage Networking, Switches and Wireless Connectivity.**

9. **Term:** The term of this Participating Addendum shall begin on the *later of* June 1, 2014, or 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.

11. **Entire Agreement:** This Participating Addendum and the Master Agreement (including all amendments and attachments thereto) constitute the entire agreement between the parties concerning the subject matter of this Participating Addendum and replaces any prior oral or written communications between the parties, all of which are excluded. There are no conditions, understandings, agreements, representations or warranties, expressed or implied, that are not specified herein. This Participating Addendum may be modified only by a written document executed by the parties hereto.

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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: Brocade
By: Kimberlee Tarter	By:
Name: Kimberlee Tarter	Name: MARK NASIFF
Title: Deputy Administrator	Title: VP, WW SALES OPERATIONS
Date: 5/12/14	Date: 5/7/2014

[Additional signatures as required by Participating State]

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]

BROCADE LEGAL
By AL
Date 5-5-14