STATE OF UTAH - STATE COOPERATIVE CONTRACT

CONTRACT NUMBER AR602

1. CONTRACTING PARTIES: This State Cooperative Contract is between the **Division of Purchasing and General Services (State)**, 3150 State Office Building, PO Box 141061, Salt Lake City, UT 84114-1061, an agency of the State of Utah, and the following CONTRACTOR:

Dell Marketing L.P.		
Name		
One Dell Way, Mail Stop 8707		
Address		
Round Rock	TX	78682
City	State	Zip

LEGAL STATUS OF CONTRACTOR
- ☐ Sole Proprietor
- ☐ Non-Profit Corporation
- ☐ For-Profit Corporation
- ☒ Partnership
- ☐ Government Agency

Contact Person Stephanie Miller Phone #512-723-4355 Fax # 512-283-9092 Email Stephanie_g_miller@dell.com
Federal Tax ID# 74-2616805 Vendor #01313F-A Commodity Code #20458, 20464, 20621, 20623, 20659, 83833, 83800, 88332, 92000

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide:

Data communication equipment and services. A detailed list of awarded categories and subcategories are included in Attachment B – Scope of Work.

Dell is authorized to provide equipment and services in the following categories:

5.2.2 Networking Software
5.2.3 Network Optimization and Acceleration
5.2.5 Routers
5.2.6 Security
5.2.7 Storage Networking
5.2.8 Switches
5.2.9 Wireless

3. CONTRACT PERIOD: Effective date: June 1, 2014 Termination date: May 31, 2019 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): N/A

4. PRICING AS PER THE ATTACHMENT C
PAYMENT TERMS: Net 30
DAYS REQUIRED FOR DELIVERY: 30 days ARO
MINIMUM ORDER: N/A
FREIGHT TERMS: FOB Destination, Freight Prepaid

5. ATTACHMENT A: Standard Contract Terms and Conditions, State Cooperative Contract
ATTACHMENT B: Scope of Work
ATTACHMENT C: Product Offerings and Pricing
ATTACHMENT D: Vendor's Response to Solicitation JP14001. The parties hereby acknowledge and agree that any exceptions stated in attachment "D" – Vendor's Proposal Response have been removed and/or resolved between the parties. Any exception in attachment "D" are explicitly NOT a part of this contract.

Any conflicts between Attachment A and other Attachments will be resolved in favor of Attachment A. State specific Terms and Conditions will be found in the executed Participating Addendums. State Terms and Conditions in an executed Participating Addendum will take priority in the event of conflict between those terms and conditions and this Cooperative Contract.

6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
   a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
   b. Utah State Procurement Code, Procurement Rules, CONTRACTOR'S response to Bid #JP14001 and JP14001-1 dated August 30, 2013 and December 2, 2013.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Stephanie Muller 22 Apr 2014
Contractor's Signature Date

Stephanie Muller, Contract Manager
Type or Print Name and Title

STATE OF UTAH

Kent D Been 4/22/14
Director, Div. of Purchasing & General Svs. Date

ATTACHMENT A – WSCA-NASPO Terms and Conditions

WSCA-NASPO Master Agreement Terms and Conditions

1. AGREEMENT ORDER OF PRECEDENCE:
The Master Agreement shall consist of the following documents:
1. A Participating Entity's Participating Addendum ("PA");
2. WSCA-NASPO Master Agreement Terms and Conditions;
3. The Statement of Work;
4. The Solicitation; and
5. Contractor's response to the Solicitation.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contractor's response to the Solicitation, or terms listed or referenced on the Contractor's website, in the Contractor quotation/sales order or in similar documents subsequently provided by the Contractor , or any preprinted terms on any purchase order or ordering document submitted to Contractor.

2. AMENDMENTS The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever unless agreed to in writing and executed by authorized representatives of both parties.

3. ASSIGNMENT/SUBCONTRACT Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the WSCA-NASPO Contract Administrator.

4. CANCELLATION Unless otherwise stated in the special terms and conditions, any Master Agreement may be canceled by either party upon 60 days notice, in writing, prior to the

effective date of the cancellation. Further, any Participating State may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the Master Agreement due to Contractor default may be immediate.

5. CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF
In connection with this Agreement, each party may have access to or be exposed to information of the other party that is not generally known to the public, such as software, product plans, marketing and sales information, customer lists, "know-how," or trade secrets, which may be designated as confidential or which, under the circumstances surrounding disclosure, ought to be treated as confidential, any Participating Entity records, personnel records, and information concerning individuals, is confidential information of Participating Entity (collectively, "**Confidential Information**"). Confidential Information may not be shared with third parties unless such disclosure is to the receiving party's personnel, including employees, agents and subcontractors, on a "need-to-know" basis in connection with this Agreement, so long as such personnel have agreed in writing to treat such Confidential Information under terms at least as restrictive as those herein. Each party agrees to take the necessary precautions to maintain the confidentiality of the other party's Confidential Information by using at least the same degree of care as such party employs with respect to its own Confidential Information of a similar nature, but in no case less than a commercially reasonable standard of care to maintain confidentiality. The foregoing shall not apply to information that (1) was known by one party prior to its receipt from the other or is or becomes public knowledge through no fault of the recipient; or (2) is rightfully received by the recipient from a third party without a duty of confidentiality. If a recipient is required by a court or government agency to disclose Confidential Information which is marked Confidential, the recipient shall provide advance notice to other party before making such a disclosure. The obligations with respect to Confidential Information shall continue for two years from the date of disclosure.

6. DEBARMENT The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by WSCA-NASPO.

7. DEFAULTS & REMEDIES
a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

i. Nonperformance of contractual requirements; or

ii. A material breach of any term or condition of this Master Agreement; or
iii. Any representation or warranty by Contractor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or
iv. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against either party to the Master Agreement or Participating Agreement, or the appointment of a receiver or similar officer for either party to the Master Agreement or Participating Agreement or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
v. Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, , the non-defaulting party shall issue a written notice of default, identifying the nature of the default, and providing a period of 90 calendar days in which the defaulting party shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If the defaulting party is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, the defaulting party shall be in breach of its obligations under this Master Agreement and the non-defaulting party shall have the right to exercise any or all of the following remedies:

i. Exercise any remedy provided by law; and
ii. Terminate this Master Agreement and any related Contracts or portions thereof; and
iii. Impose liquidated damages as provided in this Master Agreement; and
iv. Suspend Contractor from receiving future bid solicitations; and
v. Suspend Contractor's performance; and
vi. Withhold payment until the default is remedied.

d. In the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum.

8. DELIVERY Unless otherwise indicated in the Master Agreement, the prices are the delivered price to any Participating State agency or political subdivision. All deliveries shall be with a carrier selected by Contractor and shall be F.O.B. destination with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain the Contractor until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

9. FORCE MAJEURE Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. WSCA-NASPO may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

10.GOVERNING LAW This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the state sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the Master Agreement(s) shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the Master Agreement(s) or the effect of an Participating Addendum shall be in the Purchasing Entity's State.

11. INDEMNIFICATION Each party shall defend, indemnify and hold harmless the other party along with their officers, agencies, and employees as well as any person or entity for which they may be liable from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from gross negligence or willful misconduct of the indemnifying party, its employees or subcontractors or volunteers, at any tier, relating to the performance of its obligations under the Master Agreement. This section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement

12. INDEMNIFICATION - INTELLECTUAL PROPERTY The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State and Participating Entities along with their officers, agencies, and employees as well as any person or entity for which they may be liable ("Indemnified Party") from and against any third-party claim or action that Products, Software, Services or Deliverables (excluding Third-Party Products and open source software) prepared or produced by Contractor and delivered pursuant to this Master Agreement infringe or misappropriate that third party's U.S. patent, copyright, trade secret, or other intellectual property rights ("**Indemnified Claims**"). In addition, if Contractor receives prompt notice of an Indemnified Claim that, in Contractor 's reasonable opinion, is likely to result in an adverse ruling, then Contractor shall at its option, (1) obtain a right for Participating Entity to continue using such Products, Deliverables or Software or allow Contractor to continue performing the Services; (2) modify such Products, Software, Services or Deliverables to make them non-infringing; (3) replace such Products, Software, Services or Deliverables with a non-infringing equivalent; or (4) refund any pre-paid fees for the allegedly infringing Services that have not been performed or provide a reasonable depreciated or pro rata refund for the allegedly infringing Product, Deliverables or Software. Notwithstanding the foregoing, Contractor shall have no obligation under this Section for any claim resulting or arising from (1) modifications of the Products, Software, Services Deliverables that were not performed by

or on behalf of Contractor; (2) the combination, operation, or use of the Products, Software, Services or Deliverables in connection with a third-party product, software or service (the combination of which causes the claimed infringement); or (3) Contractor's compliance with Participating Entity's written specifications or directions, including the incorporation of any software or other materials or processes provided by or requested by Participating Entity. Contractor's duty to indemnify and defend under this Section is contingent upon: (x) Contractor receiving prompt written notice of the third-party claim or action for which Contractor must indemnify Participating Entity, (y) Contractor having the right to solely control the defense and resolution of such claim or action, and (z) Participating Entity's and WSCA-NASPO, the Lead State and Participating Entities cooperation with Contractor in defending and resolving such claim or action. This Section states Participating Entity's exclusive remedies for any third-party intellectual property claim or action, and nothing in this Agreement or elsewhere will obligate Contractor to provide any greater indemnity to Participating Entity. This section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

13. INDEPENDENT CONTRACTOR The contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA-NASPO or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA-NASPO or the states, except as expressly set forth herein.

14. INDIVIDUAL CUSTOMER Except to the extent modified by a Participating Addendum, each Participating Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or to recover any costs allowed in the Master Agreement and applicable Participating Addendum for their purchases. Each Participating Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Participating Entity individually.

15. INSURANCE Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Coverage shall be written on an occurrence basis except for Professional Liability (if required). The minimum acceptable limits shall be as indicated below for each of the following categories:

a) Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than $1 million per occurrence/$2 million general aggregate;

b) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

Contractor shall pay premiums on all insurance policies.

Prior to commencement of the work, Contractor shall provide to the Participating Entity a certificate of insurance that (i) names the Participating Entity as an additional insured under the Commercial General Liability policy and (ii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the Participating Entity as secondary and noncontributory.

Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after renewal date. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement.

16. LAWS AND REGULATIONS Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

17. LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY Contractor and its applicable suppliers or licensors will retain exclusive ownership of all Deliverables, and will own all intellectual property rights, title and interest in any ideas, concepts, know-how, documentation and techniques associated with such Deliverables. Subject to payment in full for the applicable Services, Contractor grants Participating Entity a non-exclusive, non-transferable, royalty-free right to use the Deliverables solely in the country or countries in which Participating Entity do business, solely for Participating Entity's internal use, and solely as necessary for Participating Entity to enjoy the benefit of the Services as stated in the applicable Service Agreements.

18. NO WAIVER OF SOVEREIGN IMMUNITY In no event shall this Master Agreement, any Participating Addendum or any contract or any purchase order issued thereunder, or any act of a Lead State or a Participating Entity, be a waiver by the Participating Entity of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the Participating State. This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

19. ORDER NUMBERS Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

20. PARTICIPANTS WSCA-NASPO is the cooperative purchasing arm of the National Association of State Procurement Officials. It is a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.,) for all 50 states, the District of Columbia and the organized US territories. Obligations under this Master Agreement are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award(s) will be permissive.

21. ENTITY PARTICIPATION Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state 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 respective State Chief Procurement Official.

22.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. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

In addition, Contractor, without waiving any other rights or remedies to which it may be entitled, shall have the right to suspend or terminate any or all Services and refuse additional orders for Products or Software from Participating Entity until Contractor's receipt of all overdue amounts. Contractor shall have no liability to Participating Entity for any such suspension or termination of services or for its refusal of additional orders. Contractor further reserves the right to seek collection of all overdue amounts (including by referral to third party collectors), plus all reasonable legal fees (including reasonable attorney's fees) and costs associated with such collection.

All payments via a State or political subdivision "Purchasing Card" must be made at time of order placement only.

Any assignment by Participating Entity of its purchase order to a third-party financing company (other than Dell Financial Services, LLC) must be approved in advance in writing by

Contractor, and in no case shall any such approval excuse Participating Entity from its obligations hereunder.

23. PUBLIC INFORMATION This Master Agreement and all related documents are subject to disclosure pursuant to the Participating Entity's public information laws.

24. RECORDS ADMINISTRATION AND AUDIT The contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the contractor for costs authorized by this Master Agreement. These records will be retained by the contractor for at least four years after the Master Agreement terminates, or until all audits initiated within the four years have been completed, whichever is later. The contractor agrees to allow WSCA-NASPO, State and Federal auditors, and state agency staff access to all the records of this Master Agreement and any order placed under this Master Agreement, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

25.REPORTS and ADMINISTRATIVE FEES The contractor shall submit quarterly reports to the WSCA-NASPO Contract Administrator showing the quantities and dollar volume of purchases by each participating entity.

The contractor must pay a WSCA-NASPO administrative fee of one quarter of one percent (.25%) in accordance with the terms and conditions of the Master Agreement. The WSCA-NASPO administrative fee shall be submitted quarterly and is based on sales of products and services. The WSCA-NASPO administration fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some States may require that an additional fee be paid directly to the State on purchases made by procuring entities within that State. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated in a Participating Addendum that is made a part of the Master Agreement. The contractor may adjust the Master Agreement pricing accordingly for purchases made by procuring agencies within the jurisdiction of the State. All such agreements may not affect the WSCA-NASPO administrative fee or the prices paid by the procuring agencies outside the jurisdiction of the State requesting the additional fee.

26. STANDARD OF PERFORMANCE AND ACCEPTANCE The Standard of Performance applies to all Product(s) and Services purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Participating Entity.

Participating Entity shall determine whether all Products and Services delivered meet the Contractor's published specifications. No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor within fifteen (15) calendar days of non-

acceptance of a Product or Service; otherwise the Products or Services shall be deemed accepted.

27. SYSTEM FAILURE OR DAMAGE In the event of system failure or damage caused by the Contractor or its Product, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

28. TITLE OF PRODUCT Upon Acceptance by the Participating Entity, Contractor shall convey to Participating Entity title to the Product free and clear of all liens, encumbrances, or other security interests, except title to Software which shall remain with the applicable licensors. Transfer of title to the Product shall include an irrevocable and perpetual license to use the Embedded Software in the Product. If Participating Entity subsequently transfers title of the Product to another entity, Participating Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Participating Entity or Participating Entity's transferee. Any rights to use or transfer any Software licensed pursuant to this Master Agreement shall be in accordance with the Publisher's Software License Agreement.

29. WAIVER OF BREACH Failure of Lead State or Participating Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State or Participating Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or breach of any terms or requirements shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement or Participating Addendum.

30. WARRANTY

A. Limited Warranty. Dell warrants that the Dell-branded hardware Products will conform to the Dell specifications current when the Product is shipped and will be free from material defects in materials and workmanship during the applicable warranty period as specified in the documentation Dell provides with such products ("Limited Warranty") or for 90 days. The Limited Warranty period for Product begins on the Product ship date. Dell warrants that the Services will be provided in a good and workmanlike manner. Dell has the right to grant the licenses to the Software licensed under this Agreement, and such Software will substantially conform to the functional specifications and current documentation provided by Dell.

B. Disclaimers. EXCEPT AS EXPRESSLY STATED IN THE PRECEDING PARAGRAPH, DELL, (INCLUDING ITS AFFILIATES, CONTRACTORS, AND AGENTS, AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, AND OFFICERS), ON BEHALF OF ITSELF AND ITS SUPPLIERS (COLLECTIVELY, THE "DELL PARTIES") DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY

OF THE PRODUCTS, SOFTWARE, OR SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY (1) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY, OR NON-INFRINGEMENT; (2) RELATING TO THIRD-PARTY PRODUCTS, SOFTWARE, OR SERVICES; (3) RELATING TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE, OR DELL'S PERFORMANCE OF THE SERVICES; OR (4) REGARDING THE RESULTS TO BE OBTAINED FROM THE PRODUCTS, SOFTWARE, SERVICES, OR THE RESULTS OF ANY RECOMMENDATION BY DELL.

C. High-Risk Activities. The Products, Software, and Services are not fault-tolerant and are not designed or intended for use in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, life-support machines, or any other application in which the failure of the Products, Software, or Services could lead directly to death, personal injury, or severe physical or property damage (collectively, "High-Risk Activities"). Dell expressly disclaims any express or implied warranty of fitness for High-Risk Activities.

D. Warranty Exclusions. Warranties do not cover damage due to external causes, such as accident, abuse, misuse, problems with electrical power, service not performed or authorized by Dell (including installation or de-installation), usage not in accordance with product or software instructions, normal wear and tear, or use of parts and components not supplied or intended for use with the products, software, or services. These warranties do not apply to Third-Party Products. Any warranty on a Third-Party Product is provided by the publisher, provider, or original manufacturer. All Third-Party Products are provided by Dell "as is."

E. With respect to Customer's use of the Software (1) neither Dell nor any of the Dell Parties makes any express or implied warranty that Software provided to Customer in connection with this Agreement is or will be secure, accurate, complete, uninterrupted, without error, or free of viruses, worms, other harmful components, or other program limitations; or that any errors in the Software will be corrected; (2) Customer assumes the entire cost of all necessary servicing, repair, or correction of problems caused by viruses or other harmful components, unless such errors or viruses are the direct result of dell's gross negligence or willful misconduct; and (3) Dell and the Dell Parties, jointly and severally, disclaim and make no warranties or representations as to the accuracy, quality, reliability, suitability, completeness, truthfulness, usefulness, or effectiveness of any reports, data, results, or other information obtained or generated by Customer related to Customer's use of the Software.

NOTHING IN THIS SECTION SHALL EXCLUDE OR LIMIT DELL'S WARRANTY OR LIABILITY FOR LOSSES THAT MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT, BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. SOME JURISDICTIONS DO NOT ALWAYS ENFORCE CLASS ACTION OR JURY WAIVERS, AND MAY LIMIT FORUM SELECTION CLAUSES AND STATUTE OF LIMITATIONS PROVISIONS, AS

SUCH, ONLY THE LIMITATIONS THAT ARE LAWFULLY APPLIED TO CUSTOMER IN CUSTOMER'S JURISDICTION WILL APPLY TO CUSTOMER, AND DELL'S LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW

31. ASSIGNMENT OF ANTITRUST RIGHTS IN THE EVENT THAT CONTRACTOR INITIATES LITIGATION FOR A PURPORTED ANTITRUST VIOLATION FOR ALLEGED OVERCHARGES, AND AS A RESULT OF SUCH LITIGATION, WHETHER BY FINAL JUDGMENT OR SETTLEMENT OF ITS CLAIMS, CONTRACTOR RECEIVES MONETARY COMPENSATION, CONTRACTOR HEREBY AGREES TO PASS ON TO THE PARTICIPATING ENTITY A PORTION OF SUCH COMPENSATION IF, AND ONLY IF, THE FOLLOWING CONDITIONS OCCUR: (A) THE COMPENSATION RECEIVED BY THE PARTICIPATING ENTITY IN SETTLEMENT OR JUDGMENT IS DIRECTLY ATTRIBUTABLE TO SOFTWARE, HARDWARE, GOODS AND/OR SERVICES INCLUDED WITHIN THE COMPUTER PRODUCTS OR OTHER GOODS AND/OR SERVICES SOLD BY CONTRACTOR TO THE PARTICIPATING ENTITY UNDER THIS MASTER AGREEMENT; (B) IT WAS DETERMINED IN THE ANTITRUST LITIGATION (WHETHER BY JUDICIAL FINDING OR STIPULATION) THAT THE OVERCHARGE IN SOFTWARE, HARDWARE, GOODS AND/OR SERVICES SUFFERED BY CONTRACTOR WAS, IN FACT, PASSED ON TO THE PARTICIPATING ENTITY IN THE COMPUTER PRODUCTS OR OTHER PRODUCTS OR OTHER GOODS AND/OR SERVICES PURCHASED BY THE PARTICIPATING ENTITY UNDER THIS MASTER AGREEMENT DURING THE TIME PERIOD REFERENCED IN THE LITIGATION; AND (C) IN CALCULATING THE AMOUNT OF COMPENSATION WHICH CONTRACTOR AGREES TO PASS ON TO THE PARTICIPATING ENTITY, CONTRACTOR MAY DEDUCT ITS ACTUAL COSTS OF SUIT, INCLUDING ATTORNEY'S FEES, INCURRED IN ACHIEVING THE SETTLEMENT OR JUDGMENT.

32. WSCA-NASPO eMARKET CENTER Awarded responders are required to participate in the WSCA-NASPO eMarket Center and, working through WSCA-NASPO's contractor (SciQuest), connect with the eMarket Center. The ideal situation would be to use either a hosted (by SciQuest) or Punchout Level 2 catalog configurations, but actual requirements will be determined by the Lead State Contract Administrator, WSCA-NASPO, WSCA-NASPO's contractor (SciQuest) and the awarded contractor, after award. Participation does not require an awarded responder to have any special level of technology or technological understanding.

33. Contractor's sale of Products, Software, and Services as well as its performance of Services and Participating Entity's use of the Software are subject to the terms of this Master Agreement between NASPO-WSCA, Host State and Participating Entity and Contractor. "**Contractor**" shall include any Contractor affiliates with which such an order is placed. Purchases of Products, Software or Services under this Agreement shall be solely for Participating Entity's own internal use and not for resale purposes.

34. Quoted prices will remain in effect only until the expiration date of the quote or Contractor's acceptance of Participating Entity's order, and such prices are subject to shortages in materials or resources, increases in the cost of manufacturing or other factors.

35. CHANGED OR DISCONTINUED PRODUCTS, SOFTWARE OR SERVICES Contractor's policy is one of ongoing update and revision. Contractor may revise or discontinue Product, Software or Services offerings at any time without prior notice to Participating Entity. A change in a Product, Software or Service may occur after a Participating Entity places an order but before Contractor ships the Product or Software or performs the Service. As a result, Products, Software or Services Participating Entity receives might display minor differences from the Products, Software or Services Participating Entity orders. However, the Dell-branded Software and Products will meet or exceed all material specifications of such order. Parts used in repairing or servicing Products may be new, equivalent-to-new or reconditioned.

36. RETURNS AND EXCHANGES Contractor's return policy Includes:

1. Supplier offers the State the option to return most Goods purchased directly from Supplier. State may return eligible Goods for a credit or a refund of the purchase price paid, less shipping and handling, and any applicable restocking fees, as set forth in detail below.

21-Day Return Period for Certain Goods and Accessories: Except as provided below, all Hardware, Software, accessories, peripherals, parts may be returned within 21 days from the date on the packing slip or invoice for a credit or a refund of the purchase price paid, less shipping and handling. Any Good returned to Supplier without prior authorization from Supplier will be considered an unauthorized return, and the State will not receive credit for the Good and Supplier will not ship the Good back to State.

Exceptions to Supplier's 21-Day Return Period:

Software may not be returned at any time, unless the Software being returned is:

1. Application software or operating systems installed by Supplier on a returnable system which is being returned within the applicable return period; or

2. Media-based software that is unopened and still in its sealed package or, if delivered electronically, software that State have not accepted by clicking "I agree to these Terms and Conditions," or has later rejected those terms.

3. Except as otherwise set forth herein, new PowerEdge™, PowerConnect™ and PowerVault™ Goods purchased directly from Supplier may be returned within 30 days from the date on the packing slip or invoice.

4. Unless State has a separate agreement with Supplier, or except as provided below, all returnable Goods purchased directly from Supplier by large enterprise or public customers may be returned within 30 days from the date on the packing slip or invoice.

5. Dell EqualLogic™ and EqualLogic-branded products, Dell|EMC and EMC-branded products, Dell Compellent™ and Compellent-branded products, Dell KACE™ and KACE-branded products, Dell Force10™ and Force10-branded products, PowerVault ML6000 tape libraries,

PowerVault DL and DR products, Dell SonicWALL™ and SonicWALL-branded products, Dell Wyse™ and Wyse-branded products, Dell Quest™, Quest™, ScriptLogic™ and VKernel™ branded products, Dell Software branded products, Dell AppAssure™ and AppAssure™ branded products, non-Dell-branded enterprise products, enterprise software, and customized products may not be returned at any time.

6. Licenses purchased under any type of volume license agreement may be returned only with the express approval of the publisher, which in many circumstances will not be granted.

7. Non-Dell branded mobile phone offers fulfilled by third-party partners are subject to partner return policies, which may have shorter return periods.

8. Consumer, Small Business and Member Purchase Program (MPP) purchases eligible for the Easy Returns program may be returned within 30 days from the date on the packing slip or invoice.

Promotional Items: If State returns a purchased item that qualified State for a discount, promotional item or promotional card (for example, buy a service, get a computer half off; buy a computer, get a free printer; buy a TV, get a promotional gift card) and either (i) do not also return the discounted or promotional item or (ii) have already redeemed the promotional card, Supplier may deduct the value of the discount, promotional item or redeemed card from any refund State receive for the return of the purchased item.

How to Return a Product: Before returning a product, State MUST first contact Supplier customer service and obtain a Credit Return Authorization (CRA) number before the end of the applicable return period. Supplier will not accept returns without a CRA number. To find the appropriate phone number or to send an email to customer service to request a CRA number, go to www.dell.com/contact or see the "Contacting Dell" or "Getting Help" section of your customer documentation. NOTE: State must ship the product to Supplier within 5 days of the date that Supplier issues the Credit Return Authorization number and MUST follow these steps:

Ship back all Goods State is seeking to return to Supplier and for which State received a CRA number. For partial returns, State's credit may be less than the invoice or individual component price due to bundled or promotional pricing or any unadvertised discounts or concessions.

Return the Goods in their original packaging, in as-new condition, along with any media, documentation and any other items that were included in the original shipment.

3. Ship the Goods at State's expense, and insure the shipment or accept the risk of loss or damage during shipment

Upon receipt of the return, Supplier will issue a credit or a refund of the purchase price paid, less shipping and handling subject to this policy.

Note: Before the State returns the Hardware or Software to Supplier, State must (1) back up any data on the hard drive(s) and on any other storage device in the product and (2) remove any and all confidential, proprietary and personal information as well as removable media such as flash drives, CDs and PC Cards. Supplier is not responsible for any confidential, proprietary or personal information; lost or corrupted data; or damaged or lost removable media that may be included with State's return.

Before returning or exchanging a Product, Participating Entity must contact Contractor directly to obtain an authorization number to include with Participating Entity's return. Participating Entity must return Products to Contractor in their original or equivalent packaging, and Participating Entity are responsible for risk of loss, as well as shipping and handling fees. Additional fees, including up to a 15% restocking fee, may apply. If Participating Entity fail to follow the return or exchange instructions provided by Contractor, Contractor will not be responsible for any loss, damage, or modification of a Product, or processing of a Product for disposal or resale. Credit for partial returns may be less than invoice or individual component prices due to bundled or promotional pricing associated with Participating Entity's original purchase.

37. SERVICE AGREEMENTS Contractor may provide Services, Software or Deliverables to Participating Entity in accordance with one or more "Service Agreements." "**Service Agreements**" are service contracts, including "Service Descriptions" available at www.dell.com/servicecontracts/us, "Statements of Work," and any other such mutually agreed upon documents. Each Service Agreement will be interpreted as a single agreement, independent of any other Service Agreement, so that all of the provisions are given as full effect as possible.

38. SUSPENSION OR MODIFICATION OF SOFTWARE OR SERVICES Contractor may suspend, terminate, withdraw or discontinue all or part of the Services or Participating Entity's access or one or more users' access to the Software (and third-party software) upon receipt of a subpoena or law-enforcement request, or when Contractor believes, in its sole discretion, that Participating Entity (or Participating Entity's users) have breached any term of this Agreement or an applicable Service Agreement or are involved in any fraudulent, misleading or illegal activities.

With respect to Software provided or otherwise made available to Participating Entity by Contractor in connection with Services, it may be necessary for Contractor to perform scheduled or unscheduled repairs or maintenance or remotely patch or upgrade the software, which may temporarily degrade the quality of the Services or result in partial or complete outage of the Software. Contractor provides no assurance that Participating Entity will receive advance notification of such activities or that the Software or Services will be

uninterrupted or error-free. Unless otherwise agreed to in writing between Participating Entity and Contractor, any degradation or interruption in the Software or Services shall not give rise to a refund or credit of any fees paid by Participating Entity.

PARTICIPATING ENTITY AGREE THAT THE OPERATION AND AVAILABILITY OF THE SYSTEMS USED FOR ACCESSING AND INTERACTING WITH THE SOFTWARE, INCLUDING TELEPHONE, COMPUTER NETWORKS, AND THE INTERNET, OR TO TRANSMIT INFORMATION, CAN BE UNPREDICTABLE AND MAY, FROM TIME TO TIME, INTERFERE WITH OR PREVENT ACCESS TO OR USE OR OPERATION OF THE SOFTWARE. CONTRACTOR SHALL NOT BE LIABLE FOR ANY SUCH INTERFERENCE WITH OR PREVENTION OF PARTICIPATING ENTITY'S ACCESS TO OR USE OF THE SOFTWARE.

39. SUPPORT SERVICES

A. Participating Entity's Responsibilities. When Services consist of repair of Dell-branded systems, such Services shall be those repair services that are necessary to fix a defect in materials or workmanship of a system or any standard system component covered by this Agreement. Preventive maintenance is not included. Repairs necessitated by software problems, or as a result of alteration, adjustment or repair by anyone other than Contractor (or its representatives) are not included. Unless otherwise expressly provided in a Service Agreement, Services do not include repair of any system or system component that has been damaged as a result of (1) accident, misuse or abuse of the system or component (such as use of incorrect line voltages or fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions) by anyone other than Contractor (or its representatives); (2) the moving of the system from one geographic location or entity to another; or (3) an act of nature such as lightning, flooding, tornado, earthquake or hurricane.

B. Participating Entity Authorization for Provision of Services. Some warranties or service-contracts for Third-Party Products may become void if Contractor or anyone other than an authorized service provider provides services for or works on such hardware or software (such as providing maintenance or repair services for the Third-Party Products). CONTRACTOR DOES NOT TAKE RESPONSIBILITY FOR ANY EFFECT THAT THE CONTRACTOR SERVICES MAY HAVE ON THOSE WARRANTIES OR SERVICE CONTRACTS.

Participating Entity authorize Contractor to use or otherwise access any and all Participating Entity-provided Third-Party Products as necessary or as requested by Participating Entity in Contractor's performance of the Services, including copying, storing and reinstalling a backup system or data. Participating Entity shall defend, indemnify and hold Contractor harmless from any third-party claim or action arising out of Participating Entity's failure to provide such authorization (such as obtain appropriate licenses, intellectual-property rights or any other permissions, regulatory certifications or approvals associated with technology, software or other components.

40. SOFTWARE

A. Accompanying License. Software is subject to the separate software license agreements accompanying the software, along with any product guides, operating manuals or other documentation included with the software media packaging or presented to Participating Entity during the installation or use of the Software. Participating Entity agrees that Participating Entity will be bound by such license agreement.

B. Software License from Contractor. With respect to Software provided or otherwise made available to Participating Entity by Contractor in connection with the Services, if no license terms accompany the Software, then subject to Participating Entity's compliance with the terms set forth in this Agreement, Contractor hereby grants Participating Entity a personal, nonexclusive license to access and use such Software only during the term of the Services and solely as necessary for Participating Entity to enjoy the benefit of the Services as stated in the applicable Service Agreements.

I. **Restrictions.** Participating Entity may not copy, modify or create a derivative work, collective work or compilation of the Software, and may not reverse engineer, decompile or otherwise attempt to extract the code of the Software or any part thereof. Participating Entity may not license, sell, assign, sublicense or otherwise transfer or encumber the Software; may not use the Software in a managed-services arrangement; and may not use the Software in excess of the authorized number of licensed seats for concurrent users, sites or other criteria specified in the applicable Service Agreements. In addition, Participating Entity may not access the Software to monitor its availability, performance or functionality, or for any other benchmarking or competitive purpose.

II. Participating Entity is further prohibited from (1) attempting to use or gain unauthorized access to Contractor or to any third party's networks or equipment; (2) permitting other individuals or entities to use the Software or copy the Software or Services; (3) attempting to probe, scan or test the vulnerability of Software or a system, account or network of Contractor or any of its customers or suppliers; (4) interfering or attempting to interfere with service to any user, host or network; (5) engaging in fraudulent activity of any nature; (6) transmitting unsolicited bulk or commercial messages; (7) restricting, inhibiting or otherwise interfering with the ability of any other person, regardless of intent, purpose or knowledge, to use or enjoy the Software (except for tools with safety and security functions); or (8) restricting, inhibiting, interfering with or otherwise disrupting or causing a performance degradation to any Contractor (or Contractor Service supplier) facilities used to deliver the Services.

III. **Audit.** Participating Entity hereby grant Contractor, or an agent designated by Contractor, the right to perform an audit of Participating Entity's use of the Software during normal business hours; Participating Entity agree to cooperate with Contractor in such audit; and Participating Entity agree to provide Contractor with all records reasonably related to Participating Entity's use of the Software. The audit will be limited to verification of Participating Entity's compliance with the terms of this Agreement.

IV. **Open Source Software.** A portion of the Software may contain or consist of open source software, which Participating Entity may use under the terms and conditions of the specific

license under which the open source software is distributed.
THIS OPEN SOURCE SOFTWARE IS DISTRIBUTED IN THE HOPE THAT IT WILL BE USEFUL, BUT IS PROVIDED "AS IS" WITHOUT ANY WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY REGARDING TITLE OR AGAINST INFRINGEMENT. IN NO EVENT SHALL CONTRACTOR, THE COPYRIGHT HOLDERS, OR THE CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS OPEN SOURCE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

41. HIGH-RISK DISCLAIMER The Dell-branded Products, Software and Services are not fault-tolerant and are not designed or intended for use in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, life-support machines or any other application in which the failure of the products, software or services could lead directly to death, personal injury or severe physical or property damage (collectively, "**High-Risk Activities**"). Contractor expressly disclaims any express or implied warranty of fitness for High-Risk Activities.

42. LIMITATION OF LIABILITY

I. CONTRACTOR WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE PRODUCTS, SOFTWARE OR SERVICES PROVIDED HEREUNDER. THE PRECEEDING SENTENCE SHALL NOT LIMIT EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 11, INDEMNIFICATION OF THIS AGREEMENT. EXCEPT FOR PARTICIPATING ENTITY'S BREACH OF PAYMENT OBLIGATIONS OR CONFIDENTIALITY OBLIGATIONS UNDER THIS MASTER AGREEMENT, NEITHER PARTY SHALL HAVE LIABILITY FOR THE FOLLOWING: (1) LOSS OF REVENUE, INCOME, PROFIT OR SAVINGS; (2) LOSS OF BUSINESS OPPORTUNITY; (3) BUSINESS INTERRUPTION OR DOWNTIME; OR (4) DELIVERABLES, CONTRACTOR PRODUCTS OR THIRD-PARTY PRODUCTS NOT BEING AVAILABLE FOR USE.

II. CONTRACTOR'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING ANY PRODUCTS, SOFTWARE, OR SERVICES PROVIDED HEREUNDER) SHALL NOT EXCEED AN AGGREGATE AMOUNT IN EXCESS OF $5,000,000.00 (FIVE MILLION DOLLARS).

III. THESE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT OR OTHERWISE. THE PARTIES AGREE THAT THESE LIMITATION OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR CONTRACTOR'S SALE OF PRODUCTS, SOFTWARE OR SERVICES TO PARTICIPATING ENTITY, AND SUCH LIMITATIONS

WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

43. EXPORT COMPLIANCE Participating Entity acknowledges that the Products, Software and Services provided under this Agreement, which may include technology and encryption, are subject to the customs and export control laws and regulations of the United States ("U.S."), may be rendered or performed either in the U.S., in countries outside the U.S., or outside of the borders of the country in which Participating Entity or Participating Entity's system is located, and may also be subject to the customs and export laws and regulations of the country in which the Products, Software or Services are rendered or received. Participating Entity agrees to abide by those laws and regulations. Participating Entity further represents that any software provided by Participating Entity and used as part of the Products, Software or Services contains no encryption or, to the extent that it contains encryption, such software is approved for export without a license. If Participating Entity cannot make the preceding representation, Participating Entity agrees to provide Contractor with all of the information needed for Contractor to obtain export licenses from the U.S. Government or any other applicable national government and to provide Contractor with such additional assistance as may be necessary to obtain such licenses. Notwithstanding the foregoing, Participating Entity is solely responsible for obtaining any necessary licenses relating to the export of software. Contractor also may require export certifications from Participating Entity for software. Contractor's acceptance of any order for Products, Software, or Services is contingent upon the issuance of any applicable export license required by the U.S. Government or any other applicable national government; Contractor is not liable for delays or failure to deliver Products, Software, or Services resulting from Participating Entity's failure to obtain such license or to provide such certification. Each Party agrees to indemnify, defend and hold the other harmless from any third-party claims, demands, or causes of action against the other due to the indemnifying party's violation or alleged violation of the applicable export laws, regulations or orders. **Excluded Data**. Participating Entity acknowledges that Software and Services provided under this Agreement are not designed with security and access management for the processing and/or storage of the following categories of data: (1) data that is classified and or used on the U.S. Munitions list, including software and technical data; (2) articles, services and related technical data designated as defense articles and defense services; (3) ITAR (International Traffic in Arms Regulations) related data; and (4) other personally identifiable information that is subject to heightened security requirements as a result of Participating Entity's internal policies or practices or by law (collectively referred to as "Excluded Data"). Participating Entity hereby agrees that Participating Entity is solely responsible for reviewing its data that will be provided to Contractor (or to which Contractor will have access) to ensure that it does not contain Excluded Data.

44. REGULATORY REQUIREMENTS Contractor is not responsible for determining whether any Third-Party Product to be used in the Products, Software or performance of the Services, satisfies the local regulatory requirements of the country to which such Products, Software,

or Services are to be delivered, and Contractor shall not be obligated to provide any Product or Software or perform any Services where the resulting Products, Software or Services do not satisfy the local regulatory requirements.

45. DISPUTE RESOLUTION Participating Entity and Contractor will attempt to resolve any dispute through face-to-face negotiation with persons fully authorized to resolve the dispute or through mediation utilizing a mediator agreed to by the parties, rather than through litigation. The existence or results of any negotiation or mediation will be treated as confidential. Notwithstanding the foregoing, either party will have the right to obtain from a state or federal court a temporary restraining order, preliminary injunction, or other equitable relief to preserve the status quo, prevent irreparable harm, avoid the expiration of any applicable limitations period, or preserve a superior position with respect to other creditors, although the merits of the underlying dispute will be resolved in accordance with this paragraph. In the event the parties are unable to resolve the dispute within 30 days of notice of the dispute to the other party, the parties shall be free to pursue all remedies available at law or in equity.

46. NOTICES Notice to Contractor under this Master Agreement or any related Service Agreement must be in writing and sent by postage prepaid first-class mail or receipted courier service to the address below or to such other address (including facsimile or e-mail) as specified in writing, and will be effective upon receipt.
Dell Marketing L.P., Attn: Contracts Manager
One Dell Way, Round Rock, Texas 78682

47. ORDERS Orders for Third-Party Products are subject to availability and are cancellable by Contractor. Orders for Third-Party Products are non-cancellable by Participating Entity. If Participating Entity purchases a multiyear Software license and related support and/or maintenance, and Contractor and the Participating Entity (and, if applicable, the third-party licensor of the software) agree to annualize the Participating Entity's purchase over the term of the license, Participating Entity shall make all annual payments in full and such purchase is non-cancellable over the term of the license

Definitions

Acceptance - means a written notice from a purchasing entity to contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the product, unless the Purchasing Entity provides a written notice of rejection to contractor.

Acceptance Testing - means the process for ascertaining that the Product meets the standards set forth in the section titled Standard of Performance and Acceptance, prior to Acceptance by the Purchasing Entity.

Contractor - means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Intellectual Property - means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State - means the State conducting this cooperative solicitation and centrally administering any resulting Master Agreement with the permission of the Signatory States.

Master Agreement - means the underlying agreement executed by and between the Lead State, as WSCA-NASPO contract administrator, acting on behalf of WSCA-NASPO, and the Contractor, as now or hereafter amended.

Order - means any purchase order, sales order, or other document used by a Participating Entity to order the Products.

Participating Addendum - means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements ,e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity - means a state, or other legal entity, properly authorized by a state to enter into the Master Agreement or Participating Addendum or who is authorized to order under the Master Agreement or Participating Addendum.

Product - Any equipment, software (including embedded software), documentation, or deliverable supplied or created by the Contractor pursuant to this Master Agreement.

WSCA-NASPO -is a cooperative group contracting consortium for state procurement officials, representing departments, institutions, agencies, and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for all states and the District of Columbia. WSCA-NASPO is a cooperative purchasing arm of the National Association of State Procurement Officials (NASPO).

Additional Definitions and Alternative Terms for Consideration

Below are additional definitions and alternative terms for consideration by the sourcing teams depending upon the nature of the solicitation and negotiations between the Contractor and Vendor.

Embedded Software - means one or more software applications which permanently reside on a computing device.

Machine Code - means microcode, basic input/output system code, utility programs, device drivers, diagnostics, and another code delivered with a computing device for the purpose of enabling the function of the computing device, as stated in its published specifications.

(revised March 2013)

ATTACHMENT B – Scope of Work

The following categories are authorized under this contract:

5.2.2 NETWORKING SOFTWARE — Software that runs on a server and enables the server to manage data, users, groups, security, applications, and other networking functions. The network operating system is designed to allow shared file and printer access among multiple computers in a network, typically a local area network (LAN), a private network or to other networks. Networking software capabilities should include:

Restartable Process

High availability options

Targeted operating systems, i.e. DC, campus, core, wan, etc.

Operating System Efficiencies

5.2.2.1 **Network Management and Automation** — Software products and solutions for data center automation, cloud computing, and IT systems management.

5.2.2.2 **Data Center Management and Automation** — Software products and solutions that capture and automate manual tasks across servers, network, applications, and virtualized infrastructure.

5.2.2.3 **Cloud Portal and Automation** — Software products and solutions for cloud management with policy-based controls for provisioning virtual and physical resources.

5.2.2.4 **Branch Office Management and Automation** — Software products and solutions for management of branch offices. Capabilities include remote troubleshooting, device management, WAN performance monitoring.

5.2.3 NETWORK OPTIMIZATION AND ACCELERATION — Devices and tools for increasing data-transfer efficiencies across wide-area networks.

5.2.3.1 **Dynamic Load Balancing** — An appliance that performs a series of checks and calculations to determine which server can best service each client request in order to select the server that can successfully fulfill the client request and do so in the shortest amount of time without overloading either the server or the server farm as a whole.

5.2.3.2 **WAN Acceleration** — Appliance that optimizes bandwidth to improve the end user's experience on a wide area network (WAN). Capabilities should include:

CIFS acceleration

Data Compression

SSL encryption/decryption for acceleration (Optional)

Layer 4-7 visibility

Application Specific optimization

5.2.3.3 **High Availability and Redundancy** — Limits any disruption to network uptime should an appliance face unforeseen performance issues. Transparently redistributes workloads to surviving cluster appliances without impacting communication throughout the cluster.

5.2.5 ROUTERS — A device that forwards data packets along networks. A router is connected to at least two networks, commonly two LANs or WANs or a LAN and its ISP's network. Routers are located at gateways, the places where two or more networks connect, and are the critical device that keeps data flowing between networks and keep the networks connected to the Internet.

5.2.5.1 **Branch Routers** — A multiservice router typically used in branch offices or locations with limited numbers of users and supports flexible configurations/feature. For example: security, VoIP, wan acceleration, etc.

5.2.5.2 **Network Edge Routers** — A specialized router residing at the edge or boundary of a network. This router ensures the connectivity of its network with external networks, a wide area network or the Internet. An edge router uses an External Border Gateway Protocol, which is used extensively over the Internet to provide connectivity with remote networks.

5.2.5.3 **Core Routers** - High performance, high speed, low latency routers that enable Enterprises to deliver a suite of data, voice, and video services to enable next-generation applications such as IPTV and Video on Demand (VoD), and Software as a Service (SaaS).

5.2.5.4 **Service Aggregation Routers** — Provides multiservice adaptation, aggregation and routing for Ethernet and IP/MPLS networks to enable service providers and enterprise edge networks simultaneously host resource-intensive integrated data, voice and video business and consumer services.

5.2.5.5 **Carrier Ethernet Routers** — High performance routers that enable service providers to deliver a suite of data, voice, and video services to enable next-generation applications such as IPTV, Video on Demand (VoD), and Software as a Service (SaaS).

5.2.6 SECURITY

5.2.6.1 **Data Center and Virtualization Security Products and Appliances** — Products designed to protect high-value data and data center resources with threat defense and policy control.

5.2.6.2 **Intrusion Detection/Protection and Firewall Appliances** — Provide comprehensive inline network firewall security from worms, Trojans, spyware, key loggers, and other malware. This includes Next-Generation Firewalls (NGFW), which offer a wire-speed integrated network platform that performs deep inspection of traffic and blocking of attacks. Intrusion Detection/Protection and Firewall Appliances should provide:

- Non-disruptive in-line bump-in-the-wire configuration
- Standard first-generation firewall capabilities, e.g., network-address translation (NAT), stateful protocol inspection (SPI) and virtual private networking (VPN), etc.
- Application awareness, full stack visibility and granular control
- Capability to incorporate information from outside the firewall, e.g., directory-based policy, blacklists, white lists, etc.
- Upgrade path to include future information feeds and security threats
- SSL decryption to enable identifying undesirable encrypted applications (Optional)

5.2.6.3 **Logging Appliances and Analysis Tools** — Solutions utilized to collect, classify, analyze, and securely store log messages.

5.2.6.4 **Secure Edge and Branch Integrated Security Products** — Network security, VPN, and intrusion prevention for branches and the network edge. Products typically consist of appliances or routers.

5.2.6.5 Secure Mobility Products — Delivers secure, scalable access to corporate applications across multiple mobile devices.

5.2.6.6 Encryption Appliances — A network security device that applies crypto services at the network transfer layer - above the data link level, but below the application level.

5.2.6.7 On-premise and Cloud-based services for Web and/or Email Security — Solutions that provide threat protection, data loss prevention, message level encryption, acceptable use and application control capabilities to secure web and email communications.

5.2.6.8 Secure Access — Products that provide secure access to the network for any device, including personally owned mobile devices (laptops, tablets, and smart phones). Capabilities should include:

Management visibility for device access

Self-service on-boarding

Centralized policy enforcement

Differentiated access and services

Device Management

5.2.7 STORAGE NETWORKING — High-speed network of shared storage devices connecting different types of storage devices with data servers.

5.2.7.1 Director Class SAN (Storage Area Network) Switches and Modules — A scalable, high-performance, and protocol-independent designed primarily to fulfill the role of core switch in a core-edge Fibre Channel (FC), FCOE or similar SAN topology. A Fibre Channel director is, by current convention, a switch with at least 128 ports. It does not differ from a switch in core FC protocol functionality. Fibre Channel directors provide the most reliable, scalable, high-performance foundation for private cloud storage and highly virtualized environments.

5.2.7.2 Fabric and Blade Server Switches — A Fibre Channel switch is a network switch compatible with the Fibre Channel (FC) protocol. It allows the creation of a Fibre Channel fabric, which is currently the core component of most SANs. The fabric is a network of Fibre Channel devices, which allows many-to-many communication, device name lookup, security, and redundancy. FC switches implement zoning; a mechanism that disables unwanted traffic between certain fabric nodes.

5.2.7.3 Enterprise and Data Center SAN and VSAN (Virtual Storage Area Network) Management — Management tools to provisions, monitors, troubleshoot, and administers SANs and VSANs.

5.2.7.4 SAN Optimization — Tools to help optimize and secure SAN performance (ie. Encryption of data-at-rest, data migration, capacity optimization, data reduction, etc.

5.2.8 SWITCHES — Layer 2/3 devices that are used to connect segments of a LAN (local area network) or multiple LANs and to filter and forward packets among them.

5.2.8.1 Campus LAN – Access Switches — Provides initial connectivity for devices to the network and controls user and workgroup access to internetwork resources. The following are some of the features a campus LAN access switch should support:

Security

i. SSHv2 (Secure Shell Version 2)

ii. 802.1X (Port Based Network Access Control)

iii. Port Security

iv. DHCP (Dynamic Host Configuration Protocol) Snooping

VLANs

Fast Ethernet/Gigabit Ethernet

PoE (Power over Ethernet)

link aggregation

10 Gb support

Port mirroring

Span Taps

Support of IPv6 and IPv4

Standards-based rapid spanning tree

Netflow Support (Optional).

5.2.8.2 Campus LAN – Core Switches — Campus core switches are generally used for the campus backbone and are responsible for transporting large amounts of traffic both reliably and quickly. Core switches should provide:

High bandwidth

Low latency

Hot swappable power supplies and fans

- Security

  SSHv2

  MacSec encryption

  Role-Based Access Control Lists (ACL)

Support of IPv6 and IPv4

1/10/40/100 Gbps support

IGP (Interior Gateway Protocol) routing

EGP (Exterior Gateway Protocol) routing

VPLS (Virtual Private LAN Service) Support

VRRP (Virtual Router Redundancy Protocol) Support

Netflow Support.

5.2.8.3 Campus Distribution Switches — Collect the data from all the access layer switches and forward it to the core layer switches. Traffic that is generated at Layer 2 on a switched network needs to be managed, or segmented into Virtual Local Area Networks (VLANs), Distribution layer switches provides the inter-VLAN routing functions so that one VLAN can communicate with another on the network. Distribution layer switches provides advanced security policies that can be applied to network traffic using Access Control Lists (ACLs).

High bandwidth

Low latency

Hot swappable power supplies and fans

Security (SSHv2 and/or 802.1X)

Support of IPv6 and IPv4

Jumbo Frames Support

Dynamic Trunking Protocol (DTP)

Per-VLAN Rapid Spanning Tree (PVRST+)

Switch-port auto recovery

NetFlow Support or equivalent

5.2.8.4 Data Center Switches — Data center switches, or Layer 2/3 switches, switch all packets in the data center by switching or routing good ones to their final destinations, and discard unwanted traffic using Access Control Lists (ACLs), all at Gigabit and 10 Gigabit speeds. High availability and modularity differentiates a typical Layer 2/3 switch from a data center switch. Capabilities should include:

High bandwidth

Low latency

Hot swappable power supplies and fans

Ultra-low latency through wire-speed ports with nanosecond port-to-port latency and hardware-based Inter-Switch Link (ISL) trunking

Load Balancing across Trunk group able to use packet based load balancing scheme

Bridging of Fibre Channel SANs and Ethernet fabrics

Jumbo Frame Support

Plug and Play Fabric formation that allows a new switch that joins the fabric to automatically become a member

Ability to remotely disable and enable individual ports

Support NetFlow or equivalent

5.2.8.5 Software Defined Networks (SDN) - Virtualized Switches and Routers — Technology utilized to support software manipulation of hardware for specific use cases.

5.2.8.6 Software Defined Networks (SDN) — Controllers - is an application in software-defined networking (SDN) that manages flow control to enable intelligent networking. SDN controllers are based on protocols, such as OpenFlow, that allow servers to tell switches where to send packets. The SDN controller lies between network devices at one end and applications at the other end. Any communications between applications and devices have to go through the controller. The controller uses multiple routing protocols including OpenFlow to configure network devices and choose the optimal network path for application traffic.

5.2.8.7 Carrier Aggregation Switches — Carrier aggregation switches route traffic in addition to bridging (transmitted) Layer 2/Ethernet traffic. Carrier aggregation switches' major characteristics are:

Designed for Metro Ethernet networks

Designed for video and other high bandwidth applications

Supports a variety of interface types, especially those commonly used by Service Providers

Capabilities should include:

Redundant Processors

Redundant Power

IPv4 and IPv6 unicast and multicast

High bandwidth

Low latency

Hot swappable power supplies and fans

MPLS (Multiprotocol Label Switching)

BGP (Border Gateway Protocol)

Software router virtualization and/or multiple routing tables

Policy based routing

- Layer 2 functionality

  Per VLAN Spanning Tree

  Rapid Spanning Tree

  VLAN IDs up to 4096

  Layer 2 Class of Service (IEEE 802.1p)

  Link Aggregation Control Protocol (LACP)

  QinQ (IEEE 802.1ad)

5.2.8.8 Carrier Ethernet Access Switches — A carrier Ethernet access switch can connect directly to the customer or be utilized as a network interface on the service side to provide layer 2 services.

Hot-swappable and field-replaceable integrated power supply and fan tray

AC or DC power supply with DC input ranging from 18V to 32 VDC and 36V to 72 VDC

Ethernet and console port for manageability

SD flash card slot for additional external storage

Stratum 3 network clock

Line-rate performance with a minimum of 62-million packets per second (MPPS) forwarding rate

Support for dying gasp on loss of power

Support for a variety of small form factor pluggable transceiver (SFP and SFP+) with support for Device Object Model (DOM)

Timing services for a converged access network to support mobile solutions, including Radio Access Network (RAN) applications

Support for Synchronous Ethernet (SyncE) services

Supports Hierarchical Quality of Service (H-QoS) to provide granular traffic-shaping policies

Supports Resilient Ethernet Protocol REP/G.8032 for rapid layer-two convergence

5.2.9 WIRELESS — Provides connectivity to wireless devices within a limited geographic area. System capabilities should include:

Redundancy and automatic failover

IPv6 compatibility

NTP Support

5.2.9.1 Access Points — A wireless Access Point (AP) is a device that allows wireless devices to connect to a wired network using Wi-Fi, or related standards. Capabilities should include:

802.11a/b/g/n

802.11n

802.11ac

Capable of controller discovery method via DHCP (onsite controller or offsite through Cloud Architecture)

UL2043 plenum rated for safe mounting in a variety of indoor environments

Support AES-CCMP (128-bit)

Provides real-time wireless intrusion monitoring and detection

5.2.9.2 **Outdoor Wireless Access Points** — Outdoor APs are rugged, with a metal cover and a DIN rail or other type of mount. During operations they can tolerate a wide temperature range, high humidity and exposure to water, dust, and oil. Capabilities should include:

Flexible Deployment Options

Provides real-time wireless intrusion monitoring and detection

Capable of controller discovery method via DHCP (onsite controller or offsite through Cloud Architecture)

5.2.9.3 **Wireless LAN Controllers** — An onsite or offsite solution utilized to manage light-weight access points in large quantities by the network administrator or network operations center. The WLAN controller automatically handles the configuration of wireless access-points. Capabilities should include:

Ability to monitor and mitigate RF interference/self-heal

Support seamless roaming from AP to AP without requiring re-authentication

Support configurable access control lists to filter traffic and denying wireless peer to peer traffic

System encrypts all management layer traffic and passes it through a secure tunnel

Policy management of users and devices provides ability to de-authorize or deny devices without denying the credentials of the user, nor disrupting other AP traffic

Support configurable access control lists to filter traffic and denying wireless peer to peer traffic

5.2.9.4 **Wireless LAN Network Services and Management** — Enables network administrators to quickly plan, configure and deploy a wireless network, as well as provide additional WLAN services. Some examples include wireless security, asset tracking, and location services. Capabilities should include:

Provide for redundancy and automatic failover

Historical trend and real time performance reporting is supported

Management access to wireless network components is secured

SNMPv3 enabled

RFC 1213 compliant

Automatically discover wireless network components

Capability to alert for outages and utilization threshold exceptions

Capability to support Apple's Bonjour Protocol / mDNS

QoS / Application identification capability

5.2.9.5 **Cloud-based services for Access Points** — Cloud-based management of campus-wide WiFi deployments and distributed multi-site networks. Capabilities include:

Zero-touch access point provisioning

Network-wide visibility and control

RF optimization,

Firmware updates

5.2.9.6 Bring Your Own Device (BYOD) — Mobile Data Management (MDM) technology utilized to allow employees to bring personally owned mobile devices (laptops, tablets, and smart phones) to their workplace, and use those devices to access privileged government information and applications in a secure manner. Capabilities should include:

Ability to apply corporate policy to new devices accessing the network resources, whether wired or wireless

Provide user and devices authentication to the network

Provide secure remote access capability

Support 802.1x

Network optimization for performance, scalability, and user experience

5.3.1 SERVICES — For each Category above (5.21-5.30), the following services should be available for procurement as well at the time of product purchase or anytime afterwards.

5.3.1.1 Maintenance Services — Capability to provide technical support, flexible hardware coverage, and smart, proactive device diagnostics for hardware.

5.3.1.2 Professional Services

Deployment Services

Survey/ Design Services — Includes, but not limited to, discovery, design, architecture review/validation, and readiness assessment.

Implementation Services — Includes, but not limited to, basic installation and configuration or end-to-end integration and deployment.

Optimization — Includes, but not limited to, assessing operational environment readiness, identify ways to increase efficiencies throughout the network, and optimize Customer's infrastructure, applications and service management.

Remote Management Services — Includes, but not limited to, continuous monitoring, incident management, problem management, change management, and utilization and performance reporting that may be on a subscription basis.

Consulting/Advisory Services — Includes, but not limited to, assessing the availability, reliability, security and performance of Customer's existing solutions.

Data Communications Architectural Design Services — Developing architectural strategies and roadmaps for transforming Customer's existing network architecture and operations management.

Statement of Work (SOW) Services — Customer-specific tasks to be accomplished and/or services to be delivered based on Customer's business and technical requirements.

5.3.1.3 Partner Services — Provided by Contractor's Authorized Partners/Resellers.

Subject to Contractor's approval and the certifications held by its Partners/Resellers, many Partners/Resellers can also offer and provide some or all of the Services as listed above at competitive pricing, along with local presence and support. As the prime, Contractor is still ultimately responsible for the performance of its Partners/ Resellers. Customers can have the option to purchase the Services to be directly delivered by Contractor (OEM) or its certified Partners/Resellers.

5.3.1.4 Training — Learning offerings for IT professionals on networking technologies,

including but not limited to designing, implementing, operating, configuring, and troubleshooting network systems pertaining to items provided under the master agreement.

STATE OF UTAH CONTRACT NUMBER – AR602

Attachment C – Pricing
Solicitation Number JP14001
WSCA-NASPO Data Communications RFP

Vendor Name: Dell Marketing, L.P.

RFP Product Categories:	**Minimum Discount Percentage:**
5.2.2 NETWORKING SOFTWARE	**Discount % __30__**
5.2.3 NETWORK OPTIMIZATION AND ACCELERATION	**Discount % __30__**
5.2.5 ROUTERS	**Discount % __30__**
5.2.6 SECURITY	**Discount % __30__**
5.2.7 STORAGE NETWORKING	**Discount % __30__**
5.2.8 SWITCHES	**Discount % __30__**
5.2.9 WIRELESS	**Discount % __30__**

Current Dell Marketing, L.P. pricing sheets, approved by the State of Utah, can be found at the following web link:

VENDOR PRICING SHEETS CLICK HERE

IMPORTANT: The minimum discount percentage listed in this attachment is for general informational purposes only and may not apply to every line item authorized under this contract. For specific item pricing, please refer to the contact price list weblink provided in this document.

Vendors are required to post state specific pricing on their hosted website or through the WSCA-NASPO eMarket center as required by solicitation JP14001, in addition to the vendor pricing sheets approved and hosted by the State of Utah's master contract summary sheet. The State of Utah vendor pricing sheets will serve as the approved base price and do not include any applicable state specific administrative fees. State specific pricing, hosted on the vendor website or WSCA-NASPO eMarketcenter may reflect

authorized state specific administrative fees. No other fees are authorized under this contract. Pricing audits may be conducted at any time by the State of Utah, WSCA-NASPO, or 3rd party audit provider to ensure accurate pricing.

Per Solicitation JP14001, the following pricing/product requirements and instructions apply:

1.11 Pricing Structure

Pricing Structure: Pricing for the State of Utah WSCA-NASPO Master Agreements shall be based on the Percent Discount off the current global MSRP Schedule applicable to United States customers.

1.12 Price Guarantee Period

Price Guarantee Period: The Data Communication Provider's Discount rate shall remain in effect for the term of the WSCA-NASPO Master Price Agreement.

1.13 Price Escalation

Equipment, Supplies and Services: Data Communications provider may update the pricing on their MSRP price list one time every year after the first year of the original contract term. The WSCA-NASPO Contract Administrator will review a documented request for a Price Schedule price list adjustment only after the Price Guarantee Period.

1.14 Price Reductions

In the event of a price decrease in any category of product at any time during the contract in a Provider's Price Schedule, including renewal options, the WSCA-NASPO Contract Administrator shall be notified immediately. All Price Schedule price reductions shall be effective upon the notification provided to the WSCA-NASPO Master Agreement Administrator.

1.20 WSCA Administrative Fee
The Contracted Supplier must pay a WSCA-NASPO administrative fee of one quarter of one percent (.25%) in accordance with the terms and conditions of the contract. The WSCA-NASPO administrative fee shall be submitted quarterly and is based on the actual sales of all products and services in conjunction with your quarterly reports. The WSCA-NASPO administrative fee must be included when determining the pricing offered. The WSCA-NASPO administrative fee is not negotiable and shall not be added as a separate line item on an invoice.

Additionally, some WSCA-NASPO participating entities may require that an administrative fee be paid directly to the WSCA-NASPO participating entity on purchases made by purchasing entities within that State. For all such requests, the fee percentage, payment method and payment schedule for the participating entity's administrative fee will be incorporated in the Participating Addendum. Data Communications Provider will be held harmless, and may adjust (increase) the WSCA-NASPO Master Agreement pricing by the fee percentage for that participating entity accordingly for purchases made by purchasing entities within the jurisdiction of the State. All such agreements may not affect the WSCANASPO fee or the prices paid by the purchasing entities outside the jurisdiction of the participating entities requesting the additional fee.

5.3.2 ADDING PRODUCTS

The ability to add new equipment and services is for the convenience and benefit of WSCA-NASPO, the Participating States, and all the Authorized Purchasers. The intent of this process is to promote "one-stop shopping" and convenience for the customers and equally important, to make the contract flexible in keeping up with rapid technological advances. The option to add new product or service categories and/items will expedite the delivery and implementation of new technology solutions for the benefit of the Authorized Purchasers.

After the contracts are awarded, additional IT product categories and/or items may be added per the request of the Contractor, a Participating State, an Authorized Purchaser or WSCA-NASPO. Additions may be ad hoc and temporary in nature or permanent. All additions to an awarded Contractor or Manufacturer's offerings must be products, services, software, or solutions that are commercially available at the time they are added to the contract award and fall within the original scope and intent of the RFP (i.e., converged technologies, value adds to manufacturer's solution offerings, etc.).

5.3.2.1 New Product from Contractors — If Contractor, a Participating State, an Authorized Purchaser or WSCA-NASPO itself requests to add new product categories permanently, then all awarded Contractors (Manufacturers) will be notified of the proposed change and will have the opportunity to work with WSCA to determine applicability, introduction, etc. Any new products or services must be reviewed and approved by the State of Utah WSCA-NASPO Contract Administrator.

5.3.2.2 Ad Hoc Product Additions — A request for an ad hoc, temporary addition of a product category/item must be submitted to WSCA-NASPO via the governmental entity's contracting/purchasing officer. Ad hoc, temporary requests will be handled on a case-by-case basis. The State of Utah WSCA-NASPO Contract Administrator must also be notified and will review and approve the addition before the purchase is finalized by the end user. The State of Utah WSCA-NASPO Contract Administrator has the final approval on any Ad Hoc product additions.

5.3.2.3 Pricelist Updates — As part of each Contractor's ongoing updates to its pricelists throughout the contract term, Contractor can add new SKUs to its awarded product categories that may have been developed in-house or obtained through mergers, acquisitions or joint ventures; provided, however, that such new SKUs fall within the Contractor's awarded product categories. Updated price lists will be reviewed and approved by the State of Utah WSCA-NASPO Contract Administrator before the revised price list is considered valid.