

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
Palo Alto Networks, Inc
Master Agreement No: AR626
(hereinafter "Contractor")

And

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

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1. **Scope:** Contractor and the Division of Purchasing and General Services, an agency of the Lead State have executed State Cooperative Contract, Contract Number AR626 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.
- 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.

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- 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. All sales are final except as provided in Contractor's Limited Warranty. Contractor only permits the return of un-opened products due to Contractor's shipping or order processing error, or damage in transit. No other returns are authorized under the Master Agreement.
- f. Payment:** Payment is net thirty (30) days from invoice date. If, at any time, Purchaser is delinquent in payment, Contractor may, without prejudice to other rights, withhold shipment (including partial shipments) of any order. Any sum not paid by Purchaser when due shall bear interest until paid at a rate of 1 percent per month (12 percent per annum) or the maximum legal rate, whichever is less.
- g. Evaluation Equipment:** If the contractor, by mutual agreement with the Participating Entity, wishes to allow the use of equipment for the purposes of evaluation prior to purchase, these "try and buy" acquisitions must be approved in writing by the Purchasing Division prior to the evaluation period per SAM 1511.0 (5). Final purchases of the equipment shall comply with the terms of the Master Price Agreement the Participating Addendum and final approval of the Purchasing Division.
- h. State of Nevada Quarterly Reporting:** Contractor shall provide quarterly sales reporting in accordance with the schedule in the Master Agreement.

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

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

Contractor

Name	Vince Massey
Address	4401 Great America Parkway, Santa Clara, CA 95054
Telephone	408-753-4000
Fax	408-753-4001
E-mail	vmassey@paloaltonetworks.com

Participating Entity

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

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

6. **Subcontractors:** All [contractor] dealers and resellers authorized in the State of Nevada as shown on the dedicated [contractor] (cooperative contract) website, are approved to provide sales and service support to participants in the WSCA-NASPO Master Price Agreement. The [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 a Product and/or Service 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.

Purchasers may place orders directly only through Contractor's approved dealers and resellers or through Contractor for products as authorized under this Participating Addendum. Only those dealers and resellers approved and listed during the term of Participating Addendum at Contractor's website are authorized to directly provide quotes, receive purchase orders, invoice Customers, and receive payment from purchasers on Contractor's behalf.

The Master Agreement number AR626 and the State Contract Number 8229 must appear on every Purchase Order placed under this Participating Addendum.

8. **Product & Services Offering:** The full suite of product offerings awarded under the Master Agreement may be procured under this Participating Addendum. Product offering categories awarded are limited to: Security. New categories or groups of equipment or services under this Participating Addendum that were not originally included in the Master Price Agreement are not authorized.

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.

Lead State amendments to extend the Master Price Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State of Nevada and the Contractor.

11. **Entire Agreement:** This Participating Addendum and the Master Agreement (including all amendments and attachments

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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.

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

Participating State:	Contractor:
By: 	By: 
Name: Kimberlee Tarter	Name: Jeffrey True
Title: Dep Administrator	Title: SVP & General Counsel
Date: 5/19/15	Date: May 7, 2015

WSCA-NASPO
COOPERATIVE PURCHASING
ORGANIZATION, LLC



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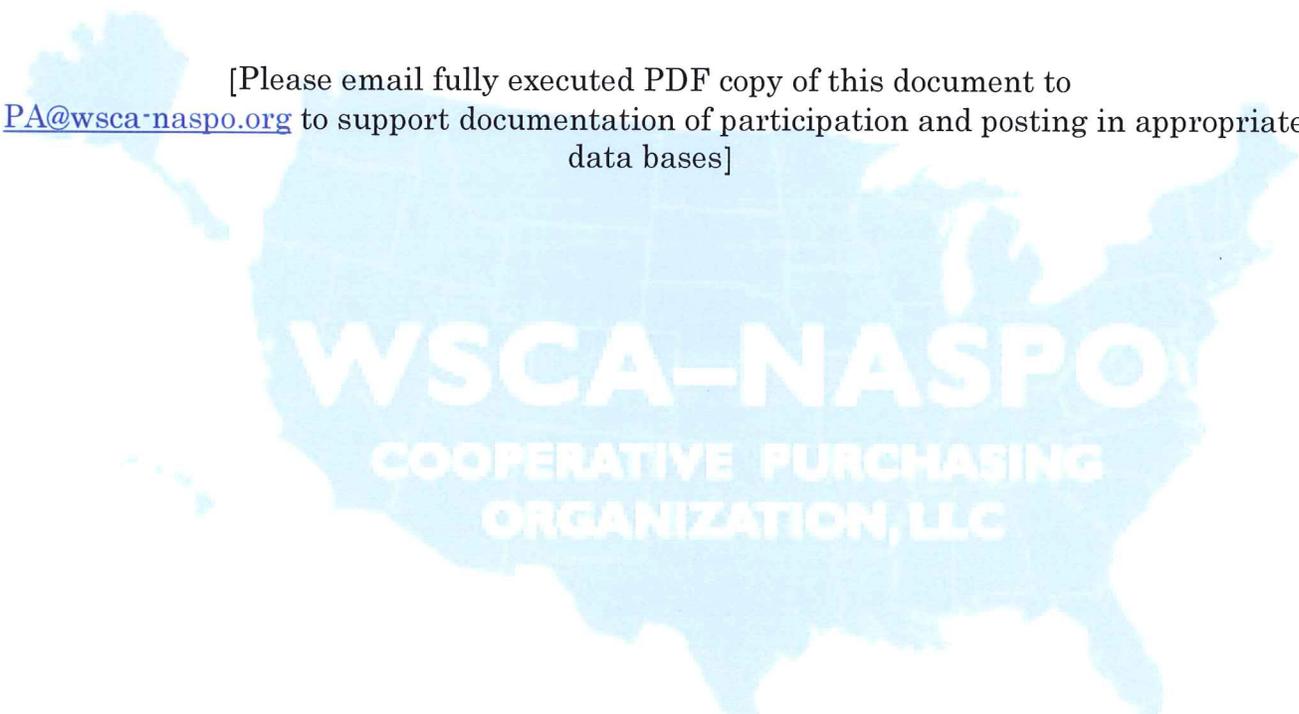
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For questions on executing a participating addendum, please contact:

WSCA-NASPO

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

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



WSCA-NASPO
COOPERATIVE PURCHASING
ORGANIZATION, LLC