

MASTER PRICE AGREEMENT
Software and Related Products & Services Online Document Solutions Only

MASTER PRICE AGREEMENT

Seamless Docs
30 Vandam St. Floor 2
Contact: Marc Ende
marc@seamlessdocs.com
Phone (646)598-1101
(hereinafter "Contractor")

And

Department of Administration, Purchasing Division
515 East Musser Street, Suite 300
Carson City, NV 89701
Contact: Laura Smolyansky
Phone (775) 684-0176 | Fax: (775) 684-0188
(hereinafter "State")

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PURSUANT to Nevada Revised Statute (NRS) 333.162(1)(d), and Nevada Administrative Code (NAC) 333.050 the Chief of the Purchasing Division of Nevada is authorized to enter into Price Agreements.

WHEREAS, it is deemed that the service of Contractor is both necessary and in the best interests of the State of Nevada; NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. Scope: This addendum covers the *Software and Related Products Online Documents Only* for use by state agencies and other entities located in the State authorized by this state's statutes to utilize state contracts.
2. Lease Agreements: None.
3. Primary Contacts: The primary contact individuals for this participating addendum are as follows (or their named successors):

Contractor

Name: Marc Ende
Address: 30 Vandam Street, Floor 2
Telephone: (646)598-1101
Cell:
E-mail: marc@seamlessdocs.com

Participating State

Name: Laura Smolyansky
Address: 515 East Musser Street, Suite 300, Carson City, NV 89701
Telephone: (775) 684-0176
Fax: (775) 684-0188
E-mail: lfsmolyansky@admin.nv.gov

4. Subcontractors: None.
5. Master Price Agreement Number: All purchase orders issued by purchasing entities within the jurisdiction of this Price Agreement shall include the contract number: 8424.

The Master Price Agreement number 8424 together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Price Agreement, together with its exhibits, shall not be added to or incorporated into this Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the State of Nevada.

6. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

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

Participating State: NEVADA	Contractor: SeamlessDocs
By: 	By: 
Name: Kimberlee Tarter	Name: Marc Ende
Title: Deputy Administrator	Title: Director of Sales
Date: 3/14/16	Date: 03/14/2016