

**PARTICIPATING ADDENDUM
NASPO ValuePoint (formerly WSCA-NASPO)
Computer Equipment
Lead by the State of Minnesota (hereinafter "Lead State")**

**Master Agreement
Master Agreement No: MNWNC-121
NetApp, Inc.
(hereinafter "Contractor")
And
State of Alaska
(hereinafter "Participating State")
Participating State Contract Number 2015PC0021**

Amendment Two

The parties hereto mutually agree to amend this Participating Addendum State Contract Number 2015PC0021 as follows:

In Section 4 the following is added:

4. Participating State Modifications or Additions to Master Agreement:

B. Administrative Fee:

- I. Effective July 1, 2016, the Contractor shall submit a check, payable to the State of Alaska, remitted to the Department of Administration, Division of General Services for the calculated amount equal to 1.5% of the net sales for the quarterly period.
- II. Contractor must include the PA Number on the check. Those checks submitted to the State without the PA Number will be returned to Contractor for additional identifying information.
- III. Administrative fee checks shall be submitted to:

ATTN: Purchasing Section
State of Alaska
Department of Administration
Division of General Services
PO Box 110210
Juneau, AK 99811-0210
- IV. The administrative fee shall not be included as an adjustment to Contractor's Master Agreement pricing and shall not be invoiced or charged to the ordering agency.
- V. Payment of the administrative fee is due irrespective of payment status on any orders from a Purchasing Entity.
- VI. Administrative fee checks are due for each quarter as follows:

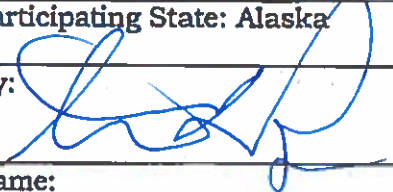
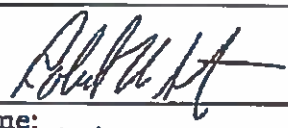
<u>Reporting Period</u>	<u>Due Date</u>
State Fiscal Quarter 1 (Jul 1 - Sept 30):	Oct 31
State Fiscal Quarter 2 (Oct 1 - Dec 31):	Jan 31

State Fiscal Quarter 3 (Jan 1 - Mar 31): Apr 30
State Fiscal Quarter 4 (Apr 1 - Jun 30): Jul 31

VII. Any quarter with zero sales must be reported as zero sales. This may be done electronically via email to the State of Alaska contact listed in this PA.

All other terms and conditions of this PA remain unchanged and in full force and effect.

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

Participating State: Alaska	Contractor:
By: 	By: 
Name: Matthew L. Pegues	Name: Robert Stein
Title: Contracting Officer	Title: vp sales
Date: 5/20/16	Date: 5/20/16

AMENDMENT 1
to
PARTICIPATING ADDENDUM
(hereinafter "Addendum")

NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Master Agreement No: MNWNC-121

Between
NetApp, Inc.
And
State of Alaska

Participating State Contract No: 2015PC0021

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THIS AMENDMENT is by and between the Participating State and Contractor.

WHEREAS, the State of Alaska (hereinafter "Participating State") and NetApp, Inc. (hereinafter "Contractor") have entered into a Participating Addendum under the terms and conditions of the NASPO ValuePoint Cooperative Purchasing Program for Computer Equipment; and

WHEREAS, the terms of the Contract specifically state that the contract may be amended per agreement by both parties.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:



1. Changes:

- a. Section 8 shall be replaced in its entirety by the following:

"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 the terms and conditions) of the Master Agreement. All orders placed by Participating Entities or Purchasing Entities within the State must include the Participating State contract number: 2015PC0021 as well as the Lead State Master Agreement No. MNWNC-121."

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum shall not be added to or incorporated into this Addendum 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 Addendum shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

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

Participating State: Alaska	Contractor: NetApp, Inc.
By: 	By: 
Name: Victor Leamer	Name: Robert Stein
Title: Contracting officer	Title: V.P. Sales
Date: 7/16/15	Date: 7/16/15



NASPO

ValuePoint

formerly WSCA-NASPO

2014-2019

MN NASPO ValuePoint COMPUTER EQUIPMENT

**(Desktops, Laptops, Tablets, Servers, and Storage
including Related Peripherals & Services**

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-121
NetApp, Inc.
(hereinafter "Contractor")
And
State of Alaska
(hereinafter "Participating State/Entity")
Participating State Contract Number 2015PC0021

1. Scope: This addendum covers the Computer Equipment/Services contract led by the State of Minnesota along with a multi-state sourcing team for use by state agencies and other entities located in the Participating State/Entity that is authorized by that state's statutes to utilize state /entity contracts, and which receives prior written approval of the state's chief procurement official.

The original solicitation contains the requirements and definitions establishing the following Product Bands allowed on the Master Agreement. The Master Agreement identifies the bands awarded to the Contract Vendor. The configuration limits and restrictions for the Master Agreement are provided with revisions identified by the Participating State in this Participating Addendum.

2. Participation: Use of specific NASPO ValuePoint 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.

3. Order of Precedence:

1. A Participating Entity's Participating Addendum ("PA"); A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota NASPO ValuePoint Master Agreement
2. Minnesota NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions)
3. The Solicitation including all Addendums; and
4. Contract Vendor'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. Contract Vendor 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 the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the

Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

4. Participating State Modifications or Additions to Master Agreement:

Leasing Agreements: Leasing is authorized under this Addendum.

Required Reports:

Contractor must submit quarterly reports to the Contracting Officer assigned by the State to manage this contract. The contractor shall provide the State of Alaska with an electronic usage report (Excel) which will list the following information at the minimum: purchasing entity, description of items purchased, date of purchase, contract price, retail price, and the extended price for each transaction. These reports are due 30 days after the end of the quarter.

First Quarter: July 1 through September 30
Second Quarter: October 1 through December 31
Third Quarter: January 1 through March 31
Fourth Quarter: April 1 through June 30

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

Contractor

Name	Denise Orosco
Address	495 East Java Drive, Sunnyvale, CA 94089
Telephone	630-644-1487
Fax	
E-mail	Denise.orosco@netapp.com

Participating Entity

Name	Victor Leamer
Address	State of Alaska – Department of Administration Division of General Services 333 Willoughby Ave. Suite 700 Juneau, AK 99811
Telephone	907 465-5678
Fax	907 465-2189
E-mail	victor.leamer@alaska.gov

6. Partner Utilization: Each state represented by NASPO ValuePoint participating in this Master Agreement independently have the option of utilizing partners. Only partners approved by this Participating State may be deployed. The participating State will define the process to add and remove partners and may define the partner's role in their participating addendum. The Contractors partners' participation will be in accordance with the terms and conditions set forth in the

above-mentioned Master Agreement. Approved partners are:

All contractor authorized business partners listed on the state's landing page on this website <http://www.netapp.com/us/how-to-buy/wsca/index-MNWNC121.aspx>

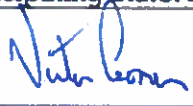

All orders are to be issued directly to: All contractor authorized business partners listed on the state's landing page on this website <http://www.netapp.com/us/how-to-buy/wsca/index-MNWNC121.aspx>

All payments are to be issued to : All contractor authorized business partners listed on the state's landing page on this website <http://www.netapp.com/us/how-to-buy/wsca/index-MNWNC121.aspx>

7. Terms. The Participating State/Entity is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable law.

8. 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.

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

Participating State: Alaska	Contractor:
By: 	By: 
Name: Victor Leamer	Name: Robert Stein
Title: Contracting Officer	Title: V.P. Sales
Date: 6/15/15	Date: 06/15/2015

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	thay@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]