

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

MASTER AGREEMENT
Master Agreement No: MNNVP-134 and MNWNC-115
Hewlett Packard Enterprise
(hereinafter "Contractor")
And
The State of Maine
(hereinafter "Participating State/Entity")

MA 18P 15072200000000000004

1. Scope: This addendum allows for purchase from the Computer Equipment, Peripherals and Related Services cooperative purchasing program, 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 Participating 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 Product Bands allowed on the Master Agreement. The Master Agreement identifies the bands awarded to the Contract Vendor, eligible for purchase under this Addendum to include: Band 4— Server; and, Band 5 – Storage. The configuration limits and restrictions for the Master Agreement are provided with revisions identified by the Participating State in this Participating Addendum, increasing Peripherals threshold to \$30,000.

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 WSCA-NASPO Master Agreement

2. Minnesota WSCA-NASPO 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/Entity Modifications or Additions to Master Agreement:

CONSTRUCTION OF AGREEMENT AND TERMS -This agreement shall be construed in accordance with the laws of the State of Maine, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

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

Contractor

Name	Stacey Kearns
Address	355 Ledgelawn Drive, Conway, AR 72204
Telephone	512-319-3018
Fax	501-339-2377
E-mail	Stacey.lyn.kearns@hpe.com

Participating Entity

Name	Justin Franzose
Address	State of Maine Division of Purchases 9 State House Station Augusta, ME 04333-0009
Telephone	Ph: 207-624-7337
Fax	FX: 207-287-6578
E-mail	Justin.Franzose@maine.gov

6. Partner Utilization: Each Participating State/Entity represented by NASPO ValuePoint participating in this Master Agreement independently have the option of utilizing partners. Only partners approved by this Participating State/Entity may be deployed. The Participating State/Entity may define the process to add and remove partners and may define the partner's role in this Participating Addendum. The Contractors partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement and this Participating Addendum. Approved partners are shown on the Contractor's dedicated website for the Participating Entity and its respective eligible Purchase Entities.

Contractor has two (2) distinct Servicing Subcontractor Programs: (1) the Reseller Agent Program; and (2) the Fulfillment Subcontractor Program. Both are available to authorized Purchasing Entities to select from under this Participating Addendum.

A. Reseller Agent Program:

Under the Reseller Agent Program the purchase order ("Order") is made out to Hewlett Packard Enterprise ("HPE"). HPE fulfills and ships the Order to the Purchasing Entity and invoices the Purchasing Entity directly. The Reseller Agents provides pre- and post-sales support. Pre- and post-sales support includes, but is not limited to, providing advice on specifications, quotes, assist in escalation of order(s), and returns. The authorized Reseller Agent(s) under this Contract are listed on the HPE Participating State/Entity landing page at www.hp.com/buy/NASPOVP-PC4E.

Orders and payment are issued by the Purchasing Entity direct to HPE under the Reseller Agent Program. The Reseller Agent HPE Authorization Number must be listed in all quotes and related Order activities for sales and tracking purposes. Orders must include the Participating State/Entity Contract Number. HPE Order information, including the HPE remittance address, is available in the Information Center located at the HPE website www.hp.com/buy/NASPOVP-PC4E.

B. Fulfillment Subcontractor Program:

Under this Fulfillment Subcontractor Program the purchase order ("Order") is made out to the named Fulfillment Subcontractor. The Fulfillment Subcontractor receives the Order(s) and invoices the Purchasing Entity directly, in addition to handling all Order tracking and escalations and offering pre- and post-sales support. The authorized Fulfillment Subcontractor(s) for receipt of Orders from Participating Entities under this Contract are listed on the HPE Participating State/Entity landing page at www.hp.com/buy/NASPOVP-PC4E.

Orders and payment are issued by the Purchasing Entity direct to the named Fulfillment Subcontractor under the Fulfillment Subcontractor Program. Orders must include the Participating State/Entity Contract Number.

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.

9. Separation: This Participating Addendum is based on Master Agreement No. MNWNC-115 until November 1, 2015. Neither Party may, nor will it have the power to, assign or novate this Participating Addendum without the consent of the other, provided that in accordance with the Assignment Agreement, as of November 1, 2015, this Participating Addendum is assigned to Master Agreement No. MNNVP-134.

10. Participating Addendum: To the extent applicable, this Addendum is effective and will replace and supersede the existing Participating Addendum between Contractor and Participating State/Entity under the WSCA Master Price Agreement Number B27164, as of the first business day of the month following the full execution of this Participating

Addendum below.

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

Participating State: State of Maine	Contractor:
By: <i>Kevin Scheiner for</i>	By: <i>Matthew C. Keck</i>
Name: Mark W. Lutte	Name: Matthew C. Keck
Title: Director, Division of Purchases	Title: Senior Counsel
Date: <i>7/24/15</i>	Date: July 24, 2015

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	thay@naspovaluepoint.org

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