PARTICIPATING ADDENDUM



DATA COMMUNICATION PRODUCTS & SERVICES (2019-2026)

Led by the State of Utah

Master Agreement #: AR3189

Contractor: CRADLEPOINT, INC.

Participating Entity: STATE OF ALASKA

PARTICIPATING ADDENDUM 2020-DATACOMM- 000

The following products or services are included in this contract portfolio:

All bands awarded under the Master Agreement.

Master Agreement Terms and Conditions:

- Scope: This addendum covers the Data Communications Products and Services led by the State of Utah for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
- 2. <u>Participation</u>: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Alaska. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
- 3. <u>Primary Contacts</u>: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

| Name: | Stephanie Wildman, CPPB |
|------------|---|
| Address: | 1111 W Jefferson St., Suite 400, Boise, Idaho 83702 |
| Telephone: | O: 208.493.5040 / M: 208.761.7248 |
| Fax: | n/a |
| Email; | Stephanie.Wildman@cradlepoint.com |

Participating Entity

| Name: | Matthew L Pegues |
|------------|--|
| Address: | State of Alaska Department of Administration Shared Services of Alaska PO Box 110210 Juneau, AK 99811-0210 |
| Telephone: | 907-465-5681 |
| Fax: | n/a |
| Email: | matthew.pegues@alaska.gov |

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4. Participating Entity Modifications Or Additions To The Master Agreement

These modifications or additions apply only to actions and relationships within the Participating Entity.

 $[\underline{X}]$ The following changes are modifying or supplementing the Master Agreement terms and conditions.

Administrative Fee:

- I. Effective once signed by both parties, 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: Statewide Contracting State of Alaska Department of Administration Shared Services of Alaska 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:

| Reporting Period | <u>Due Date</u> | |
|---------------------------|------------------|--------|
| State Fiscal Quarter 1 (J | ul 1 - Sept 30): | Oct 31 |
| State Fiscal Quarter 2 (C | | Jan 31 |
| State Fiscal Quarter 3 (J | | Apr 30 |
| State Fiscal Quarter 4 (A | | 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.

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- 5. Lease Agreements: Lease agreements are not an option at this time.
- 6. <u>Subcontractors</u>: All contactors, dealers, and resellers authorized in the State of Alaska, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer 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.

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

| Oll |
|--------------------|
| Contractor: |
| CRADLEPOINT, INC |
| Signature: |
| Valteonll |
| Name: ,/ |
| VALERIE HEUSINCUID |
| Title: |
| CFO |
| Date: / / |
| 9/13/19 |
| S |

[Additional signatules may be added if required by the Participating Entity]

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For questions on executing a participating addendum, please contact:

NASPO ValuePoint

| Cooperative Contracting Coordinator: | |
|--------------------------------------|--------------------------|
| Telephone: | |
| Email: | info@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.]