

**CLOUD SOLUTIONS 2016-2026**  
Led by the State of Utah

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Master Agreement #: AR2487

Contractor: **ORACLE AMERICA, INC.**

Participating Entity: **STATE OF ALASKA**

Participating Addendum # 2018-Cloud-0005

Oracle America, Inc. ("**Oracle**" or "Contractor") and the State of Utah, Division of Purchasing, are parties to that certain NASPO ValuePoint Master Agreement for Cloud Solutions, effective March 1, 2017 (contract # AR2487, the "Master Agreement"). This Participating Addendum (this "Addendum" or "PA") to the Master Agreement is between Oracle, as Contractor, and the State of Alaska (the "Participating State"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Master Agreement.

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

- *All Cloud Services products listed on the Contractor page of the NASPO ValuePoint website.*

**Master Agreement Terms and Conditions:**

1. Scope: This addendum covers **Cloud Solutions** 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. Participation: All public entities located within the State of Alaska including, but not limited to: all state agencies, cities and boroughs, institutions of higher learning, school districts, political subdivisions and other entities authorized to use statewide contracts in the State of Alaska (collectively, the "Purchasing Entities," and each a "Purchasing Entity") may order Services from Oracle in accordance with the terms and conditions of this Addendum. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

By placing an Order under this Addendum, each Purchasing Entity agrees to be bound by the terms and conditions of this Addendum, including the Master Agreement. Each Purchasing Entity shall be responsible for its compliance with and breach(es) of such terms and conditions.



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The Participating State hereby represents and warrants that the entities listed above have been authorized by the State's Chief Procurement Official to use the Master Agreement and this Addendum.

3. Term: Orders may be placed under this Addendum for the period commencing upon the Effective Date (as defined below) and ending on the date of expiration or termination of the Master Agreement, or the date of expiration or termination of this Addendum.
4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Brian Haven
Address:	1910 Oracle Way, Reston, VA 20190
Telephone:	703-364-0230
Fax:	703-364-0230
Email:	brian.haven@oracle.com

Participating State

Name:	Matthew L. Pegues
Address:	PO Box 110210 Juneau, AK 99811-0210
Telephone:	907-465-5681
Fax:	
Email:	matthew.pegues@alaska.gov

**5. PARTICIPATING State MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT**

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

Participating **State** must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

**Order or Precedence**

- (a) A Participating Entity's Participating Addendum; This 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 Contractor under the terms of the Master Agreement
- (b) Ordering Document



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- (c) Utah NASPO ValuePoint Master Agreement (including negotiated NASPO ValuePoint Master Agreement Terms & Conditions (Attachment A to Master Agreement))

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.

**Administrative Fee:**

- (a) 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 invoiced for all sales made under this Addendum in the Contractor's quarterly reporting period.
- (b) 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.
- (c) 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

- (d) Payment of the administrative fee is due irrespective of payment status on any orders from a Purchasing Entity.
- (e) Administrative fee checks are due for each quarter as follows:

<u>Reporting Period</u>	<u>Due Date</u>
Fiscal First Quarter (Jul - Sept):	Oct 31
Fiscal Second Quarter (Oct - Dec):	Jan 31
Fiscal Third Quarter (Jan - Mar):	Apr 30
Fiscal Fourth Quarter (Apr - Jun):	Jul 31

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

- 6. Resellers: Certain Oracle-authorized resellers ("Authorized Resellers" or "Fulfillment Partner") are eligible to resell Services to authorized Purchasing Entities under this



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Addendum. Such Authorized Resellers, if any, are authorized to take orders under this Addendum and invoice and receive payment from such Purchasing Entities. Oracle is responsible for any reports and/or fees that are required per the terms and conditions of the Master Agreement and/or this Addendum, unless expressly stated otherwise herein. Participation of Authorized Resellers, if any, will be in accordance with the terms and conditions set forth in the Master Agreement and this Addendum. All of the Authorized Resellers under this Addendum, if any, will promptly be listed on an Oracle website.

7. Orders:

- a. Any Order placed by a Purchasing Entity for Service available under the Master Agreement and this Addendum shall be deemed to be a sale under (and governed by the prices and other terms and conditions of) the Master Agreement and this Addendum, unless the parties to the Order agree in writing that another contract or agreement applies to such Order.
- b. Unless otherwise handled by an Authorized Reseller under Section 7 above, Orders and payments may be made directly to Oracle. Orders are to be submitted as directed to Oracle's sales representative.

8. Entire Agreement: This Participating Addendum and the Master Agreement (including all amendments and attachments thereto) and the applicable Ordering Document 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.

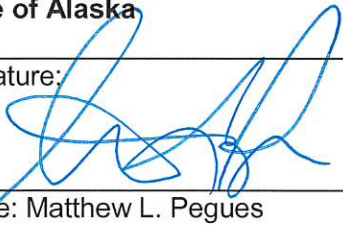
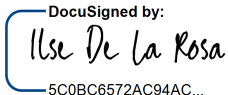
NASPO ValuePoint  
**PARTICIPATING ADDENDUM**



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

<b>State of Alaska</b>	<b>Oracle America, Inc.</b>
Signature: 	Signature: 
Name: Matthew L. Pegues	Name:
Title: Statewide Contracting Officer	Title:
Date: 5/7/18	Date:

