

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Data Communications Products & Services
Administered by the State of Utah (hereinafter "Lead State")

NASPO MASTER AGREEMENT
Master Agreement No: AR3229
Palo Alto Networks, Inc.
(hereinafter "Contractor")

And

Commonwealth of Kentucky
(hereinafter "Participating State")
Commonwealth Master Agreement No: MA 758 2100000877

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

- *All products and services listed on the Contractor page of the NASPO ValuePoint website and/or Contractor's contract website.]*

Master Agreement Terms and Conditions:

1. Scope: This Participating Addendum covers the *Data Communications Products & Services* contract AR3229 led by the State of *Utah* for use by **Non-Executive Branch State Agencies and political subdivision/local public agencies** located in the Commonwealth of Kentucky authorized by that State's statutes to utilize Commonwealth of Kentucky contracts. This Participating Addendum applies to all products and services as listed on the NASPO ValuePoint website and/or Contractor's website:
 - **Routers, Switches, Security, and Storage Networking**
2. Participation: This NASPO ValuePoint Master Agreement shall ONLY be used by Commonwealth of Kentucky Non-Executive Branch Agencies. Non-Executive Branch Agencies include the following: the Legislative and Judicial Branches of government and political subdivisions/local public agencies, to include but not limited to, public safety institutions, public schools, and institutions of higher education. Local public agencies of the Commonwealth as defined in KRS 45A.345 (11) shall be eligible to participate.

Executive Branch State Agencies are only permitted to use this PA if an approval is granted by the Commonwealth's Office of Technology (COT). If the Contractor enters into an agreement with an Executive Branch State Agency that has not been

granted approval as indicated above, the Commonwealth reserves the right to terminate this PA in its entirety. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

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

Contractor

Name:	Regina Acheampong
Address:	3000 Tannery Way, Palo Alto CA 95054
Telephone:	408-753-4000
Fax:	
Email:	racheampon@paloaltonetworks.com

Participating Entity

Name:	Susan S. Noland
Address:	702 Capital Avenue, Room 095, Frankfort, KY 40601
Telephone:	502.564.5951
Fax:	
Email:	Susan.Noland@ky.gov

4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

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

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

Governing Law: This Participating Addendum shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky and the using agency. Venue shall be the Commonwealth of Kentucky.

Commonwealth of Kentucky Laws, Policies and Procedures

<https://finance.ky.gov/services/eprocurement/pages/lawsprefregspolicies.aspx>

The Commonwealth reserves the right to require authorized agencies to use this PA to obtain quotes from Partners a party to the PA or from contractors awarded a Master Agreement for the same goods/services as provided by this PA.

Reporting and Administrative Fees: The Contractor agrees to provide a quarterly administrative fee to the Commonwealth of Kentucky as a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. The administrative fee percentage is only applicable to amounts actually received by the contractor during the quarter and is not applicable to the amounts ordered by customers but not yet paid. The administrative fee shall be paid in the form of a check payable to the Commonwealth of Kentucky – Office of the State Treasurer for an amount equal to one half of one percent (.5%) of the net sales (less any returns, credits or adjustments) under this PA for the period. Fees shall be paid 45 days after the close of the quarter. Quarterly Sales Reports are to be emailed to Susan Noland, Commonwealth Buyer, at Susan.Noland@ky.gov. Administrative Fees Checks are to include reference to the Commonwealth Master Agreement number, MA 758 2100000877 and be mailed to the address below:

Office of Procurement Services
Attn: Susan S. Noland
702 Capitol Avenue
New Capitol Annex, Room 095
Frankfort, KY 40601

5. Lease Agreements:

This PA allows for leasing per the agreement terms and conditions included in the Contractor's Master Agreement AR3229, which allows for leasing under Section 45 is approved for use by the Participating State. Any restrictions or requirements for the use of the lease agreement shall be negotiated with each using agency. Individual Purchasing Entities may enter into lease agreements for the Products covered in the Master Agreement. The terms and conditions of the lease financing arrangement will be set forth in a separate agreement between the purchaser and the financing entity. Financing institutions are not a party to this Participating Addendum.

6. Subcontractors: All Contractors resellers authorized in the Commonwealth of Kentucky, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to Purchasing Entities in the NASPO ValuePoint Master Agreement. The contractor's Fulfillment Partners participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

Subject to approval of the Participating State/Entity, and at the sole discretion of Contractor, Contractor may add Fulfillment Partners at any time during the term of this Participating Addendum. Contractor may designate a minimum or maximum number of Fulfillment Partners to provide sales and services support. Contractor, in

its sole discretion, is not required to add Fulfillment Partners. Notwithstanding the foregoing, Contractor may remove, at its sole discretion, upon ten (10) business days advance written notice, any Fulfillment Partner who does not meet Contractor's established qualifying criteria, or where the addition of the Fulfillment Partner would violate any state or federal law or regulation.]

7. Orders: The Commonwealth Master Agreement number MA 758 2100000877 and the Participating Addendum Number AR3229 must appear on every Purchase Order placed under this Participating Addendum

Purchasers may place orders directly only through Contractor's approved Fulfillment Partners or through Contractor (only on an as-needed basis) for products or services as authorized under this Participating Addendum. Only those Fulfillment Partners approved and listed during the term of Participating Addendum at Contractor's website are authorized to directly provide quotes, receive purchase orders, invoice Customers, and receive payment from purchasers on Contractor's behalf.

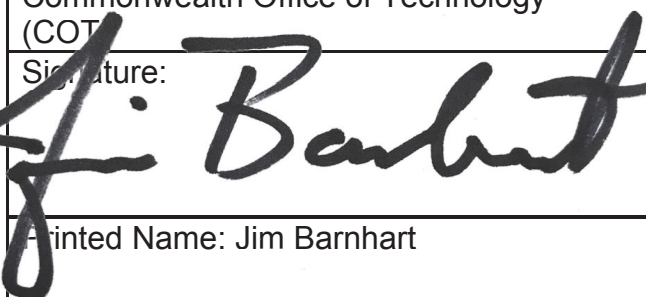
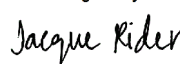
Except as otherwise set forth in the qualifying criteria, Contractor will not, directly or indirectly, restrict any Fulfillment Partner's participation or ability to quote pricing for a Customer. The approved Fulfillment Partners will not offer less favorable pricing discounts than the contract discounts established by Contractor under the Master Agreement. However, the Fulfillment Partner may offer any additional incremental discounts to Participating State/Entity, and such additional discounts if offered, may be provided in the discretion and as the sole legal obligation of the approved Fulfillment Partner to the Participating State/Entity.

Any order placed by a Participating Entity or Purchasing Entity for a product and/or service under this Commonwealth Master Agreement number MA 758 2100000877 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. *For clarity, sales of Contractor's product or services by Contractor or an authorized reseller made under a separate contract, where the applicable quoting or ordering documents reference that separate contract, are not deemed to be sales under this Master Agreement.*

8. The term of this Participating Addendum shall begin effective June 1, 2021 through September 30, 2024. The term shall continue for a period ending on the Termination Date of the Master Agreement or when this Participating Addendum is terminated in accordance with the Master Agreement, whichever shall occur first.
9. Entire Agreement: This Participating Addendum (Commonwealth Master Agreement number MA 758 2100000877 and the NASPO Master Agreement AR3229 (including all amendments and attachments thereto) 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. Terms and conditions inconsistent with, contrary or in addition to the


terms and conditions of this Participating Addendum and the NASPO Master Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the NASPO Master Agreement and its exhibits, by any subsequent purchase order or otherwise (except by duly executed written amendment), and any such attempts to add or incorporate such terms and conditions are hereby rejected and shall be deemed null and void.

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

Participating Entity: Commonwealth of Kentucky Commonwealth Office of Technology (COT)	Contractor: Palo Alto Networks, Inc.
Signature: 	Signature: DocuSigned by:  B6364EEACC2242B...
Printed Name: Jim Barnhart	Printed Name: Jacque Rider
Title: Deputy CIO	Title: Sr. Director, Senior Corporate Counsel
Date: 5-19-21	Date: 2021-05-12



[Additional signatures required by the Participating Entity]

Participating Entity: Commonwealth of Kentucky Office of Procurement Services
Signature: DocuSigned by:  108D2A328E594E8...
Printed Name: Joan Graham
Title: Executive Director
Date: 5/19/2021

