

**WESTERN STATES CONTRACTING ALLIANCE
PARTICIPATING ADDENDUM
FOR WIRELESS COMMUNICATIONS SERVICES AND EQUIPMENT**

**Between
The State of Oregon, acting by and through
the Department of Administrative Services, State Procurement Office
and
Sprint Solutions, Inc.
Oregon Contract #2607**

This Participating Addendum ("Addendum") will add the State of Oregon, acting by and through the Department of Administrative Services, State Procurement Office, as a Participating State to purchase from the WSCA Master Service Agreement, Number S1907 dated April 12, 2012, with Sprint Solutions, Inc. ("Contractor"). This Addendum is effective when fully executed by the Parties and all required State of Oregon approvals have been obtained ("Addendum Effective Date")

1. Scope:

Unless otherwise defined, all capitalized terms in this Addendum have the meanings ascribed to them in the Master Service Agreement for Services of Independent Contractor effective April 12, 2012 between Contractor and the Lead State, on behalf of the Western States Contracting Alliance (WSCA) and NASPO Cooperative, #S1907 ("WSCA Master Agreement").

The following are authorized Purchasing Entities under this Addendum: the State of Oregon and all state agencies, including the Department of Administrative Services, Procurement Services ("DAS PS") and all state agencies under the purchasing authority of the Department of Administrative Services and all Independent State Agencies, and all members of the Oregon Cooperative Purchasing Program ("ORCPP").

This Addendum is not exclusive. The State currently may have one or more price agreements for the Goods, Services, or both. Purchasing Entities may purchase Goods, Services, or both from Contractor or from any other contractor depending upon which contractor offers the best value to Purchasing Entity as set forth in OAR 125-246-0120(5), and Contractor may provide Goods, Services, or both to any third party.

INDIVIDUAL CUSTOMER: Each State agency, political subdivision and authorized non-profit, acting as a Participating Entity, that purchases products/services will be treated as if they were individual customers. Except to the extent modified by this Addendum, each agency, political subdivision and authorized non-profit will be responsible to follow the terms and conditions of the WSCA Master Agreement; and they will have the same rights and responsibilities for their purchases as the Lead State has in the WSCA Master Agreement. Each agency, political subdivision and authorized non-profit will be responsible for their own charges, fees, and liabilities. Each agency, political subdivision and authorized non-profit will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

2. Changes:

Please see Exhibit No. 1 for Participating State Modification or Additions. These modifications or additions apply only to the Contracts and Purchase Orders entered into between Purchasing Entities and Contractor within the State of Oregon.

3. Lease Agreements: NONE

4. Primary Contacts /Contract Administrator:

The primary contact/individuals for this Addendum are:

State of Oregon:

Name: Lori Nordlien, State Procurement Analyst
Department of Administrative Services, State Services Division, State
Procurement Office
Address: 1225 Ferry Street SE, U 140
Salem, Oregon 97301
Phone: (503) 378-6781
Fax: (503) 378-1626
E-mail: lori.nordlien@state.or.us

Contractor:

Name: Kelley Stember
Address: See Secondary Contact below for correspondence. (If an address is needed,
use Sprint Contract Manager)
Phone: 503-449-3050
Fax: See Secondary Contact
E-mail: Kelley.K.Stember@sprint.com

Contractor (Secondary Contact):

Name: Michaela Clairmonte, Manager Contracts Negotiations
Address: 12502 Sunrise Valley Drive, Reston, VA 20196
MS VARESA0208, Reston, VA 20196
Phone: 703-433-8581
Fax: 703-433-8798
Email: Michaela.Clairmonte@sprint.com

5. Subcontractors: The following subcontractor(s) are authorized to perform services: Contractor's authorized dealers and business solution partners including any activation and/or ordering affiliates. Such authorized dealers, or business solution partners shall be thoroughly trained on the WSCA Master Agreement ordering and contracting process.

6. Price Agreement Number: All Contracts or Purchase Orders issued by Purchasing Entities within the jurisdiction of this Addendum must include WSCA Master Agreement number: 1907 and the Participating State/Participating Entity contract number: 2607.

7. Purchase Orders: All Purchasing Entities issuing valid Contracts or Purchase Orders will be bound by the terms and conditions of the WSCA Master Agreement including, without limitation, the obligation to pay Contractor for Service and Equipment provided. The parties acknowledge and agree that orders submitted to Contractor from a Purchasing Entity through the Purchasing Entity's Business Procurement Card are authorized Purchase Orders under the WSCA Master Agreement. All orders should contain the following mandatory language: (1) indicating that "all Purchase Orders will be in accordance with and subject to WSCA Contract # S1907"; (2) Your Name, Address, Contact Number, email address and Contractor's account number(s); and (3) Purchase order amount.

8. INTENTIONALLY OMITTED

9. Vendor Collected Administration Fee: 1 % "to be calculated and paid in accordance with Section 6.2 of Exhibit No. 1 to this Addendum."

10. Entire Agreement: This Addendum and the WSCA Master Agreement, together with their respective attachments and exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject

matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the WSCA Master Agreement, together with their respective exhibits, will not be added to or incorporated into this Addendum or the WSCA Master Agreement and its exhibits, 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 and the WSCA Master Agreement and its exhibits will prevail and govern in the case of any such inconsistent or additional terms.

The individual signing on behalf of Contractor hereby certifies and swears under penalty of perjury: (a) the number shown in the Addendum is Contractor's correct taxpayer identification (Contractor must provide Contractor's Social Security number unless Contractor provides a federal tax identification number. This number is requested pursuant to ORS 305.385, OAR 125-246-0330(2)(d), and OAR 150-305.100. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal, and local tax laws.); (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; and (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, Contractor is not in violation of any Oregon Tax Laws. (For purposes hereof, "Oregon Tax Laws" means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.). Sprint operating companies doing business in the State of Oregon are not in violation of any Oregon transaction tax laws.

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

Participating Entity: **STATE OF OREGON**, acting by and through the Department of Administrative Services

By: Lori Nordlien
Name: Lori Nordlien
Title: State Procurement Analyst
Date: 9/27/12

Contractor: **SPRINT SOLUTIONS, INC.**

By: [Signature]
Name: KEVIN KONKEL
Title: V.P.
Date: 9/26/12

Federal Tax Identification No. 47-0882463
Oregon Tax Identification No. _____

Approved:

By: As per email dated 9/20/12
Assistant Attorney General

Date: _____

Sprint — Approved as to Legal Form
KAC — 24 Sept 2012

EXHIBIT No. 1

Participating State Modifications or Additions to Master Agreement No. 1907 Oregon Contract #2607

1. Definitions. The following terms have the meanings set forth below. Capitalized terms not defined in this Addendum have the meaning ascribed to them in the Master Agreement and its exhibits.

“Contract” or “Purchase Order” means the document submitted to Contractor by a Purchasing Entity that incorporates this Addendum by reference and specifies the quantity and type of goods or services that Contractor will provide to Purchasing Entity under the terms of the Master Agreement and this Addendum.

“DAS PS” means the State of Oregon acting by and through the Department of Administrative Services, Procurement Services.

“Independent State Agency” means an agency, board, commission, department or subdivision of the State of Oregon with independent procurement authority pursuant to ORS 279A.050, 279A.170 or other provisions of applicable State law.

“Master Agreement” means Master Agreement # 1907 between Contractor and the State of Nevada, on behalf of the Western States Contracting Alliance and its attachments, which together with this Addendum sets forth terms, conditions and requirements for purchase by Purchasing Entities of the Goods and Services.

“ORCPP” means the Oregon Cooperative Purchasing Program, which recognizes certain agencies and organizations within the State of Oregon as authorized to purchase the goods and services available under a price agreement entered into by the State.

“Purchasing Entity” means entities that submit Contracts or Purchase Orders pursuant to this Addendum to Contractor, including: (a) an agency, board, commission, department or subdivision of the State of Oregon, subject to the procurement authority of the Director of the Department of Administrative Services pursuant to ORS 279A.050 and 279A.140 and with delegated authority pursuant to OAR 125-246-0170 and the Department of Administrative Services when it is engaged in Public Contracting (as defined under OAR 279A.010 (1) (y)); (b) Independent State Agencies, or (c) ORCPP members. A Purchasing Entity shall be deemed a “Buyer” under the Master Agreement.

“Participating State” or “State” means the State of Oregon.

2. Contracts or Purchase Orders.

2.1 Contracts or Purchase Orders. Purchasing Entities may use their own forms for Contracts or Purchase Orders. Agencies, boards, commissions, departments or subdivisions of the State of Oregon may also use the general State-approved Purchase Order form. Notwithstanding the foregoing, the terms and conditions in any Purchasing Entity-issued or State -approved contract or purchase order accepted by Contractor will have no force or effect other than to denote quantity, the Products or Services purchased, delivery destinations, requested delivery dates and any other information required by this Addendum or the WSCA Master Agreement. To the extent that the terms of any form differ from the terms of this Addendum, the terms of this Addendum supersede such contrary terms. Each Contract or Purchase Order must contain, on the front page, the following language:

THIS PURCHASE IS PLACED IN ACCORDANCE WITH AND SUBJECT TO THE WESTERN STATES CONTRACTING ALLIANCE MASTER AGREEMENT NO. 1907. THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT AND THE ADDENDUM ENTERED INTO BY THE STATE OF OREGON, CONTRACT NO. _____ APPLY TO THIS PURCHASE AND SUPERSEDE ALL CONFLICTING TERMS AND CONDITIONS, EXPRESS OR IMPLIED.

2.2 Effect of Contract or Purchase Orders. Participating State is only liable for purchases made by State of Oregon agencies, boards, commissions, departments or subdivisions that issue Contracts or Purchase Orders. Other Purchasing Entities are responsible for any purchases under Contracts or Purchase Orders they issue. Participating State expressly disclaims any liability for purchases made by non-State agency Purchasing Entities or any other entity.

2.3 Verification of Purchasing Entities. Contractor will use commercially reasonable efforts in verifying that it provides Goods and Services under this Addendum only to Purchasing Entities. Contractor may verify that a particular entity is an ORCPP member on-line at <http://www.oregon.gov/DAS/PFSS/SPO/coop-menu.shtml> or by using the Oregon Procurement Information Network (ORPIN) at <http://orpin.oregon.gov/open.dll/welcome>.

3. Goods and Services.

3.1 Goods. All Goods delivered under this Addendum will be new and unused, unless otherwise agreed in the Contract or Purchase Order. Contractor shall warrant the Goods as set forth in the Master Agreement and deliver copies of all manufacturer warranties to Purchasing Entity.

3.2 Account Representative. At DAS PS's request, on a regular basis (but in no event more than twice per calendar year) Contractor's account representative or team shall be prepared to meet to conduct a broad review of all the sales, Goods and Services, and ongoing operations, performance and billing accuracy.

4. Payment Provisions.

4.1 Purchasing Entity shall pay Contractor the rates and charges set forth in Master Agreement for the Goods or Services.

4.2 Invoices. Purchasing Entity shall pay Contractor not more than once each month all undisputed amounts due upon Contractor's submission of detailed invoices that set forth the Goods and Services accepted by Purchasing Entity. Such invoices will describe the Goods or Services delivered and accepted by Purchasing Entity for which Contractor seeks compensation. Contractor shall request payment only for Goods or Services accepted by Purchasing Entity. Contractor shall submit invoices to Purchasing Entity's Authorized Representative or as otherwise designated by Purchasing Entity. Purchasing Entity has the right to review all invoices for compliance with the requirements of this Addendum, and in the event of a discrepancy may dispute the invoice as set forth below. Invoices will include the following information:

Fields Required

Contractor Name, Bill Number, Invoice Number, Account Number, Sub-Account Number (if applicable), Bill Date, Amount of Last Bill, Payments Applied, Adjustments Applied, Balance Due, Total Charges, Total Per Sub-Account (if applicable)

For each line item: State Purchasing Entity name, Service Description (including Type or Plan, User, Location, Monthly Recurring Charge, Use Charges, Minutes) or Equipment Description (including Type, Quantity, User, Accessories, Equipment Charges) and applicable Taxes/Surcharges

4.3 Upon review of an invoice, if Purchasing Entity discovers a discrepancy, Purchasing Entity may dispute that portion of the invoice. Purchasing Entity will not pay disputed claims until the dispute is resolved. Purchasing Entity will pay undisputed portions of disputed or incorrect invoices where the undisputed portion can be easily identified by Purchasing Entity. Payment of an amount less than the total amount due on all unpaid invoices shall be credited as directed by Purchasing Entity. In no event shall Contractor apply any payment or portion thereof to any particular amount or item that is subject to any claim of error or dispute between the parties. Contractor shall have 3 months from the date of any disputed billing item to give notice

and initiate a dispute against Purchasing Entity. Once Contractor has given notice of Contractor's intention to initiate a dispute against Purchasing Entity, the dispute shall be resolved within 6 months. Purchasing Entities shall have 2 years from the date of any disputed billing item to give notice and initiate a dispute against Contractor. Once Purchasing Entity has given notice of Purchasing Entity's intention to initiate a dispute with Contractor, the dispute shall be resolved within 6 months.

4.4 All payments to Contractor are subject to ORS 293.462.

4.5 Taxes, Fees and Surcharges. Contractor may pass on to Purchasing Entity the taxes, fees or surcharges related to the Services as set forth in Exhibit No. 3, provided:

- Contractor is permitted by law to pass on the tax, fee or surcharge on to all customers and from which Purchasing Entity is not otherwise exempt; or
- The tax, fee, or surcharge is passed on to all customers in an equitable manner; and
- No mark up or other additional charge is added to the surcharge.

Contractor shall be responsible for all federal or state taxes applicable to compensation or payments paid to Contractor under the Addendum and, unless Contractor is subject to backup withholding, Purchasing Entity will not withhold from such compensation or payments any amount(s) to cover Contractor's federal or state tax obligations. Contractor is not eligible for any social security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under a Contract or Purchase Order, except as a self-employed individual.

5. Funds available and authorized/non-appropriation. The Participating State's payment obligations under this Addendum are conditioned upon Purchasing Entity receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow Purchasing Entity, in the exercise of its reasonable administrative discretion, to meet its payment obligations under any Contract or Purchaser Order issued under this Addendum. Nothing in this Addendum or Contract or Purchaser Order is to be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State of Oregon. Purchasing Entity represents that it has sufficient appropriations and limitation for the current biennium to make payments under any Contract or Purchaser Order issued under this Addendum.

6. Volume Sales Reports (VSRs) and Vendor Collected Administrative Fee (VCAF).

6.1 Volume Sales Reports (VSRs).

6.1.1 Contractor shall submit to DAS PS a Volume Sales Report (VSR) no later than thirty (30) calendar days from the end of each calendar quarter, containing:

- Complete and accurate details of all receipts (sales and refunds) for the reported period;
- The information as identified in the DAS PS document titled Volume Sales Report Template - Data Requirement, Format and Layout; and
- Such other information as DAS PS may reasonably request.

Contractor shall send a VSR to DAS PS each quarter, whether or not there are sales. When no sales have been recorded for the quarter, a report must be submitted stating "No Sales for the Quarter." For the purposes of this Addendum, quarters end March 31, June 30, September 30, and December 31.

6.1.2 Data Medium and Delivery Medium: Contractor shall provide VSRs in MS Excel (.xls) format. VSRs must be submitted by e-mail. Delivered print outs of VSRs are not acceptable. Hard copies of VSRs on CDs are only acceptable if the size of the file precludes transmission by email. Approval from the Contract Administrator must be obtained for deviations from these requirements.

6.1.3 Receipt/Acceptance: The first VSR submitted by Contractor must be submitted to the Contract Administrator for review and approval. Approved first VSRs and subsequent VSRs must be submitted to vcaf.reporting@state.or.us. A separate section follows describing the administrative charge if it is applicable. The Contract Administrator's receipt or acceptance of any of the VSRs furnished pursuant to this Addendum does not preclude DAS PS from challenging the validity thereof at any time.

6.2 Vendor Collected Administrative Fee (VCAF).

6.2.1 Administrative Fee. As of the Effective Date, and subject to and conditioned upon the terms and conditions of the WSCA Master Agreement, including but not limited to Attachment AA, Section 3.2.3.2, the Participating State may earn an administrative fee for Buyers that make purchases pursuant to this Addendum equal to 1% ("State Admin Fee") of the CL Wireless Spend.

The State Admin Fee will be calculated each calendar quarter based on the CL Wireless Spend during the previous invoice cycle and shall be due 45 calendar days after the end of each quarter (i.e., May 15, August 15, November 15, February 15). If Contractor incorrectly pays Admin Fee to the Participating State, then Contractor shall be permitted to reduce any future State Admin Fee payments by the incorrect amount. Contractor will not pay an State Admin Fee to the Participating State if (1) the Addendum has expired; or (2) the Addendum has been terminated (before expiration) by either party;

6.2.3.1 Payment Format: The State Admin Fee shall be in the form of a check remitted to:

State of Oregon
Department of Administrative Services
Attn: State Procurement Office
1225 Ferry Street SE, U140
Salem, Oregon 97301-4285

or to such other address as designated by the Contract Administrator. Any other form of payment must be specifically approved by the Contract Administrator.

6.2.3.2 Interest: Any payments Contractor makes or causes to be made to DAS PS after the due date as indicated on the invoice shall accrue interest at a rate of 18% per annum or the maximum rate permitted by law, whichever is less, until such overdue amount shall have been paid in full. DAS PS's right to interest on late payments shall not preclude DAS PS from exercising any of its other rights or remedies pursuant to this Addendum or otherwise with regards to Contractor's failure to make timely remittances.

7. Warranties. Purchasing Entities are entitled to the warranties, rights, remedies, and benefits under the Master Agreement and this Addendum for any purchases made by such Purchasing Entities pursuant to Contracts or Purchase Orders. Without limiting the generality of the warranty provisions of the Master Agreement, Contractor represents and warrants to Purchasing Entity that:

- Contractor has the power and authority to enter into and perform this Addendum and that this Addendum, when executed and delivered, will be a valid and binding obligation of Contractor enforceable in accordance with its terms;
- Contractor will, at all times during the term of this Addendum, be qualified to do business in the State of Oregon, professionally competent and duly licenses to perform the Services under this Addendum;
- Goods or Service will be new, unused, current production models, where applicable;
- all Services to be performed under this Addendum will be performed in accordance with the applicable professional or industry standards. Contractor's performance under this Addendum creates no potential or actual conflict of interest, as defined by ORS 244, for either Contractor or any Contractor personnel that will perform the Services under this Addendum;

- to the extent permissible under applicable law and Sprint's contracts with the applicable manufacturer, Contractor shall transfer to Purchasing Entity all manufacturer warranties covering Goods or Products, if any, at time of delivery at no charge;
- Except as otherwise permitted under the Master Agreement, this Addendum or the manufacturers' licensing agreements or conditions of user provided with the applicable Good or Services, all Goods or Services sold to Purchasing Entities, if any, are free and clear of any liens or encumbrances, and that Contractor has full legal title to such Goods or Services, and that no other person has any right, title or interest in the Goods or Services which is superior to or infringe upon the rights granted to Purchasing Entity hereunder;
- Except as otherwise set forth in this Addendum, any subcontractors performing work for Contractor under this Addendum have assigned all of their rights in the Goods or Services to Contractor or Purchasing Entity and no third party subcontractor has any right, title or interest in any Goods or Services supplied to Purchasing Entity.

The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided in the Master Agreement. All warranties provided in this Addendum are cumulative and will be interpreted expansively so as to afford Purchasing Entity the broadest warranty protection available.

8. INTENTIONALLY OMITTED

9. Term and Termination of Addendum.

9.1 Term. This Addendum remains in effect until the earlier of (a) the expiration or termination of the Master Agreement, or (b) termination of this Addendum in accordance with its terms.

9.2 Termination. In addition to the termination rights set forth in the Master Agreement, DAS PS may terminate this Addendum, in whole or in part, upon not less than thirty (30) days' notice to Contractor upon the occurrence of any of the following events:

- Participating State fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the Goods or Services to be acquired under the Addendum; or
- Federal, state or local laws, regulations or guidelines are modified or interpreted in such a way that either the purchase of Goods or delivery of the Services under this Addendum is prohibited or Participating State is prohibited from paying for such Goods or Services from the planned funding source.

Upon receipt of written notice of termination, Contractor shall stop performance under all Contracts or Purchase Orders as directed by State.

9.3 Termination under any provision of this Addendum does not extinguish or prejudice State's or a Purchasing Entity's right to enforce this Addendum or a Contract or Purchase Order with respect to Contractor's breach of any warranty or any defect in or default of Contractor's performance that has not been cured, including any right of the State or an Purchasing Entity to indemnification by Contractor. If this Addendum or a Contract or Purchase Order is so terminated, the State or a Purchasing Entity will pay Contractor in accordance with the terms of this Addendum and the Master Agreement for Goods delivered or Services performed and duly accepted by Purchasing Entity prior to the effective date of termination.

10. Termination of Individual Purchase Orders.

10.1 Purchasing Entity may, at its sole discretion, terminate individual Contracts or Purchase Orders, in whole or in part, upon 30 days written notice to Contractor, subject to the requirements of Section 3 and Section 12 of Attachment AA of the Master Agreement.

10.2 Purchasing Entity may terminate individual Contracts or Purchase Orders, in whole or in part, immediately upon notice to Contractor, or at such later date as Purchasing Entity may establish in such notice, upon the occurrence of any of the following events:

- Purchasing Entity fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for the Goods Or Service to be acquired under the Contract or Purchase Order;
- Federal, state or local laws, regulations or guidelines are modified or interpreted in such a way that either the purchase of Goods or Services under the Contract or Purchase Order is prohibited or Purchasing Entity is prohibited from paying for such Goods or Services from the planned funding source; or
- Contractor commits any material breach of this Addendum or a Contract or a Purchase Order

10.3 Upon receipt of written notice of termination, Contractor will stop performance under the Contract or Purchase Order as directed by Purchasing Entity.

10.4 Termination of a Contract or Purchase Order does not extinguish or prejudice Purchasing Entity's right to enforce the Contract or Purchase Order with respect to Contractor's breach of any warranty or any defect in or default of Contractor's performance that has not been cured, including any right of Purchasing Entity to indemnification by Contractor. In addition, termination of a Contract or Purchase Order does not extinguish or prejudice Purchasing Entity's right to enforce the warranty, indemnification, governing law, venue and consent to jurisdiction provisions of this Addendum. If a Contract or Purchase Order is so terminated, Purchasing Entity will pay Contractor in accordance with the terms of this Addendum and the Master Agreement for Goods delivered or Services performed and accepted by Purchasing Entity prior to the effective date of termination.

11. Compliance with Applicable Law. Contractor will comply with all federal, state and local laws, rules, regulations, executive orders and ordinances applicable to the Goods and Services under this Addendum, and a Purchasing Entity's performance under a Contract or Purchase Order is conditioned on Contractor's compliance with the provisions of ORS 279B.220, 279B.235, 279B.230. and 279B.270. In addition, Contractor warrants the Goods and Services provided under this Addendum will comply, to the extent applicable, with all federal Occupational Safety and Health Administration (OSHA) requirements and with all Oregon safety and health requirements, including those of the State Workers' Compensation Division. Contractor also agrees to comply, to the extent applicable, with (a) Title VI of the Civil Rights Act of 1964, (b) Section v of the Rehabilitation Act of 1973, (c) the Americans with Disabilities Act of 1990 and ORS 659.425, (d) all regulations and administrative rules established pursuant to the foregoing laws and (e) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified in writing by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB) that are legally required of vendors as providers of goods and services to recipients or subrecipients of ARRA funds. Ordering entity is responsible for informing contractor in writing prior to ARRA funds being used for a purchase or purchases. Contractor will provide the required report, if any, to the ordering entity with the invoice presented to the ordering entity for payment. The Contractor, as it relates to purchases under this Addendum, is not a subcontractor, recipient, subrecipient or subgrantee, but simply a vendor that is a provider of goods and related services.

12. Application of Public Records Law. Contractor acknowledges that any disclosures Contractor makes to Purchasing Entity under this Addendum are subject to application of the Oregon Public Records Law, including but not limited to ORS 192.410 – 192.505, the provisions for the Custody and Maintenance of Public Records, ORS 192.005 – 192.710, and of ORS 646.461 - 646.475. The non-disclosure of documents or of any portion of a document submitted by Contractor to Purchasing Entity may depend upon official or judicial determinations made pursuant to the foregoing laws. Contractor will be notified prior to Purchasing Entity's release of documents to

entities other than participating agencies or other State agencies. Contractor shall be exclusively responsible for defending Contractor's position concerning the confidentiality of the requested documents, at its own expense.

13. Recycled Products. Contractor will use, to the extent economically feasible (as determined in Contractor's reasonable discretion) in the performance of this Contract, recycled paper (as defined in ORS 279A.010(1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled plastic resin products and recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)).

14. Notices. Except as otherwise provided in a Contract or Purchase Order, any formal communications between the parties to or notices to be given under a Contract or Purchase Order will be given in writing by personal delivery or the notice or mailing the notice, postage prepaid, at the address or number set forth on the Contract or Purchase Order and to the contacts listed above with regard to Contractor. Any communication so addressed and mailed will be deemed to have been received five (5) calendar days after mailing. Any communication or notice by personal delivery will be deemed to be given when actually received by the appropriate authorized representative.

As between Contractor and Participating State with respect to this Addendum, the Primary Contacts of Contractor and State are set forth above.

15. DISPUTE RESOLUTION.

Except as provided below and otherwise in the Master Agreement, in the event that there is any disagreement, dispute, breach or claim of breach, non-performance, or repudiation arising from, related to or in connection with the Addendum or any of the terms or conditions hereof, or any transaction hereunder including but not limited to any party's failure or alleged failure to comply with any of the provisions of the Addendum (hereinafter collectively the "Dispute"), other than one related to the release of Confidential Information, PS and Contractor shall first conduct the following procedure in an attempt to resolve the Dispute:

- DAS PS and Contractor shall make every effort to settle any dispute through their respective managers, within five (5) calendar days of one party notifying the other party of a dispute.
- If the dispute is not resolved between the managers, then either party may initiate formal dispute resolution discussions by advising the other party in writing. The contact point for these discussions shall be DAS PS's and Contractor's Authorized Representatives. DAS PS and Contractor shall attempt to resolve the dispute within 5 calendar days of the notice from the other party that they are initiating this second level of dispute resolution discussions. If DAS PS and Contractor mutually agree in writing that there has been substantial progress toward resolution of the dispute, this second level may be extended for an additional 5 business day period which shall commence at the conclusion of the first 5 day period.

Nothing in this Section 15: (a) shall in any way limit a party's rights to seek injunctive relief of any kind, at any time, with respect to any matter; or (b) in any way limit a party's right to suspend or terminate the Addendum or pursue other remedies available under the Master Agreement and Addendum, by law or otherwise; or (c) remove the requirement to provide notices or filings to meet deadlines otherwise required by law; or (d) constitute a waiver of the sovereign immunity of the State of Oregon.

Purchasing Entities and Contractor also shall attempt to resolve all Disputes related to Contracts or Purchase Orders under the above described Dispute Resolution process.

16. Governing Law. This Addendum and resulting Contracts are governed by and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of laws.

17. Jurisdiction and Venue. Any claim, action, suit or proceeding (collectively, "Claim") between Participating State or any other agency, board, commission, department or subdivision of the State of Oregon, and Contractor, that arises from or relates to this Addendum or a Contract or Purchase Order under this Addendum, will be brought and conducted solely and exclusively in the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must be brought in a federal forum, then it will be brought and conducted solely

and exclusively in the United States District Court of the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS ADDENDUM OR ACCEPTANCE OF A CONTRACT OR PURCHASE ORDER HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS. This section is not a waiver by the State of Oregon of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

Any Claims between Contractor and a Purchasing Entity other than the State of Oregon or one of its agencies, boards, commissions, department or subdivisions that arise from or are related to individual Contracts or Purchase Orders or this Addendum will be brought and conducted solely and exclusively within the Circuit Court of the county in the State of Oregon in which such Purchasing Entity resides or has its principal office, or at Purchasing Entity's option, within such other county as Purchasing Entity will be entitled to proceed under the venue laws of Oregon to bring or defend Claims. If any such Claim must be brought in a federal forum, then it will be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. This section is not a waiver by Purchasing Entity of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

18. Foreign Contractor. If Contractor is not domiciled in or registered to do business in the State of Oregon as of the effective date of this Addendum, Contractor will promptly provide to the Oregon Department of Revenue all information required by that department relative to the Addendum. A Purchasing Entity may withhold final payment under a Contract or Purchase Order until Contractor has provided the Oregon Department of Revenue with the required information.

19. Independent Contractor. Contractor shall act at all times as an independent contractor and not as an agent or employee of Purchasing Entity. Contractor has no right or authority to incur or create any obligation for or legally bind the State or Purchasing Entity in any way. Contractor is not an "officer", "employee", or "agent" of Purchasing Entity (or any other agency, office, or department of the State of Oregon), as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary. Neither party shall make any statements, representations, or commitments of any kind or to take any action binding on the other except as provided for herein or authorized in writing by the party to be bound.

20. Severability. If any term or provision of this Addendum is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties will be construed and enforced as if the Addendum did not contain the particular term or provision held to be invalid.

21. Survival. Any terms of this Addendum, which by their nature are intended to survive termination or expiration including but not limited to warranty, indemnification, access to records, governing law, venue, consent to jurisdiction, termination and remedies provisions survive the termination or expiration of this Addendum.

22. Insurance. Within ten (10) days of the Addendum Effective Date, Contractor must provide insurance as set forth on Exhibit No. 2 and Contractor shall maintain insurance coverage as required by DAS PS No Contracts or Purchase Orders may be placed or accepted until proof is provided that these requirements have been met.

23. Anticipated Amendments. The parties may need to amend this Addendum to modify selected terms, conditions, and price(s). This Addendum maybe modified by written document only.

Exhibit No. 2 - INSURANCE

Contractor shall obtain at Contractor's expense the insurance specified in this Exhibit No. 2 prior to performing under this Addendum and shall maintain it in full force and at its own expense throughout the duration of this Addendum and all warranty periods. Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in State and that are acceptable to DAS PS

i. **WORKERS COMPENSATION.** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.

ii. **PROFESSIONAL LIABILITY**

Required by DAS PS Not required by DAS PS.

iii. **COMMERCIAL GENERAL LIABILITY.**

Required by DAS PS Not required by DAS PS.

Commercial General Liability. Commercial General Liability Insurance covering bodily injury, death, and property damage. This insurance shall include personal injury liability, products, and completed operations. Coverage shall be written on an occurrence basis. The coverage amounts set forth may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated. Contractor shall provide proof of insurance of not less than the following amounts as determined by DAS PS:

Bodily Injury/Death:

Per occurrence limit for any single claimant:

July 1, 2011 to June 30, 2012:	\$1,700,000.
July 1, 2012 to June 30, 2013:	\$1,800,000.
July 1, 2013 to June 30, 2014:	\$1,900,000.
July 1, 2014 to June 30, 2015:	\$2,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

Per occurrence limit for multiple claimants:

From commencement of the Addendum term to June 30, 2010:	\$3,000,000.
July 1, 2010 to June 30, 2011:	\$3,200,000.
July 1, 2011 to June 30, 2012:	\$3,400,000.
July 1, 2012 to June 30, 2013:	\$3,600,000.
July 1, 2013 to June 30, 2014:	\$3,800,000.
July 1, 2014 to June 30, 2015:	\$4,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

AND

Property Damage:

Per occurrence limit for any single claimant:

From commencement of the Addendum term to June 30, 2010: \$100,000.

From July 1, 2010, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

Per occurrence limit for multiple claimants:

From commencement of the Addendum term to June 30, 2010: \$500,000.

From July 1, 2010, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

iv. AUTOMOBILE LIABILITY INSURANCE: AUTOMOBILE LIABILITY.

Required by DAS PS Not required by DAS PS.

Automobile Liability. Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). The coverage amounts set forth may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated. Contractor shall provide proof of insurance of not less than the following amounts as determined by DAS PS:

Bodily Injury/Death:

Per occurrence limit for any single claimant:

July 1, 2011 to June 30, 2012: \$1,700,000.

July 1, 2012 to June 30, 2013: \$1,800,000.

July 1, 2013 to June 30, 2014: \$1,900,000.

July 1, 2014 to June 30, 2015: \$2,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

Per occurrence limit for multiple claimants:

From commencement of the Addendum term to June 30, 2010: \$3,000,000.

July 1, 2010 to June 30, 2011: \$3,200,000.

July 1, 2011 to June 30, 2012: \$3,400,000.

July 1, 2012 to June 30, 2013: \$3,600,000.

July 1, 2013 to June 30, 2014: \$3,800,000.

July 1, 2014 to June 30, 2015: \$4,000,000.

July 1, 2015 and thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 3 (Senate Bill 311).

AND

Property Damage:

Per occurrence limit for any single claimant:

From commencement of the Addendum term to June 30, 2010: \$100,000.

From July 1, 2010, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

Per occurrence limit for multiple claimants:

From commencement of the Addendum term to June 1, 2010: \$500,000.

From July 1, 2010, and every year thereafter the adjusted limitation as determined by the State Court Administrator pursuant to Oregon Laws 2009, chapter 67, section 5 (Senate Bill 311).

B. ADDITIONAL INSURED. The Commercial General Liability insurance and Automobile Liability insurance required under this Addendum shall include the State of Oregon, its officers, employees and agents as Additional Insured's but only with respect to Contractor's activities to be performed under this Addendum. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

D. NOTICE OF CANCELLATION OR CHANGE. There shall be no cancellation of insurance coverage(s) without 30 days' written notice from this Contractor or its insurer(s) to DAS PS. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Addendum and shall be grounds for immediate termination of this Addendum by DAS PS.

E. CERTIFICATE(S) OF INSURANCE. Contractor shall provide to DAS PS Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Addendum. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention and self-insurance, if any.

Exhibit No. 3 – Taxes, Fees and Surcharges

- A.** Contractor may pass through to Purchasing Entity the following taxes, fees and surcharges:

Universal Service

Franchise Fee or Privilege Tax, if any, but only to the maximum extent allowed by law

Oregon Public Utility Commission Fee

- B.** Contractor may not pass through or assess Purchasing Entity for the following taxes, fees and surcharges:

Oregon Telecommunications Relay Service

Telephone/Telecommunications Assistance Programs

Federal Telephone Excise Tax

State Telephone Excise Tax