

**PARTICIPATING ADDENDUM  
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION  
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19  
Administered by the State of Utah (hereinafter "Lead State")**

MASTER AGREEMENT  
ShoreTel, Inc  
Master Agreement No: AR627  
(hereinafter "Contractor")

And

State of Arkansas  
(hereinafter "Participating State/Entity")

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1. Scope: This addendum covers the Data Communications Products and Services 14-20 contracts led by the State of Utah for use by Arkansas state agencies and other entities authorized by the Arkansas Office of State Procurement to utilize State contracts. The general purpose of this contract is to authorize Shoretel, Inc. to provide data communications equipment and services in the following categories: Unified Communications.

2. Participation: All eligible purchases within the State of Arkansas, including State agencies, K-12 educational institutions, and local public procurement units (cities, counties, municipalities), are authorized to purchase products and services under the terms and conditions of this agreement.

3. Participating State Modifications or Additions to Master Agreement:

- A. Payments shall be submitted to the contractor at the address shown on the invoice. Payment shall be tendered to the contractor within thirty (30) days of the date of invoice. After the sixtieth (60) day from the date of an undisputed invoice, interest shall be paid on the unpaid balance due to the contractor at the rate of one half of one percent per month in accordance with Arkansas Code Annotated §19-11-224. The procuring agency shall make a good-faith effort to pay within thirty (30) days after the date of invoice.
- B. Financial and accounting records shall be made available, upon request, to the State of Arkansas' designee(s) at any time during the contract period and any extension thereof, and for five (5) years from expiration date and final payment on the contract or extension thereof.
- C. The contractor must provide sales/utilization reports in accordance with the following requirements:

The contractor must provide annual sales/utilization reports electronically to the Office of State Procurement buyer for the fiscal period of July 1 through June 30. The annual report is due no later than September 1<sup>st</sup> of each year. The Contract Activity Report format **must** be in Microsoft Excel format. The State shall have the right to request such sales/utilization reports to be produced for other timeframes as deemed necessary. The report must include at a minimum:

- 1) Vendor Contract Number
- 2) State
- 3) Customer Type (State, Education, Local Government)

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- 4) Bill To Name
- 5) Customer PO Number
- 6) Customer Number
- 7) Order Date
- 8) Product/Service Description
- 9) Retail Price
- 10) Discount Applied
- 11) Discounted Unit Price
- 12) Quantity
- 13) Total Price

- D. The laws of the State of Arkansas shall govern this agreement. Nothing under this agreement or the Master Agreement shall be deemed or construed as a waiver of the State's right of sovereign immunity.
- E. In the event the State no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules, regulations, lack of funds appropriated for this purpose, or relocation of offices, the State may cancel the contract or purchase order by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation.
- F. No expenses for travel will be reimbursed unless specifically permitted under the duties of the contractor. All travel must be approved in advance by the State. Expenditures made by the contractor for travel will be reimbursed at the current rate paid by the State.
- G. CONFIDENTIAL INFORMATION shall only be considered confidential by Arkansas State law (Reference the Arkansas Freedom of Information Act, Ark Code Ann § 25-19-105).

4. Lease Agreements: Leasing shall not be permissible under this contract.

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

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Contractor

Name	Holly Davis
Address	960 Stewart Drive, Sunnyvale, CA 94085
Telephone	408-900-1195
E-mail	hdavis@shoretel.com

Participating Entity

Name	Kim Fairchild
Address	1509 West 7 <sup>th</sup> Street, Little Rock, AR 72201
Telephone	501-671-1476
E-mail	kimberly.fairchild@dfa.arkansas.gov

6. Subcontractors: All Shoretel, Inc. Resellers in the State of Arkansas are subject to approval by the State to be added as a Shoretel, Inc. Reseller to provide sales and service support to participants in the WSCA-NASPO Master Price Agreement. The Shoretel, Inc. authorized Resellers participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. Shortel, Inc. authorized Resellers shall provide quotes, accept purchase orders, and accept payment from entities ordering under this Participating Addendum.

**All purchase orders issued by ordering entities with the jurisdiction of this Participating Addendum must include the Master Agreement number AR627 on the order.**

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.

8. Individual Customer: Each State of Arkansas Participating Entity that purchases products/services will be treated as if it was an Individual Customer. Except to the extent modified by a Participating Addendum, each Participating Entity, agency or political subdivision will be responsible to follow the terms and conditions of the Master Agreement AR627; and each will have the rights and responsibilities for its purchases as set forth in the Master Agreement AR627. Each State of Arkansas Participating Entity will be responsible for its own charges, fees, and liabilities. Each State of Arkansas Participating Entity will have the same rights to any

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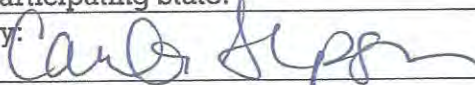

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indemnity or to recover any costs allowed in the contract for its purchases. Contractor will apply the charges to each Participating Entity individually.

This Participating Addendum and the Master Agreement AR627, together with its 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 to or in addition to the terms and conditions of this Addendum and the Master Agreement AR627, together with its exhibits, will not be added to or incorporated into this Addendum or the Master Service Contract 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 Master Agreement AR627 and its exhibits will prevail and govern in the case of any such inconsistent or additional terms within the Participating Entity.

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

Participating State:	Contractor:
By: 	By: 
Name: Camber Thompson	Name: Stan Harper
Title: Director of OSP	Title: Director, Vertical Programs
Date: 1/12/15	Date: 1/16/2015

For questions on executing a participating addendum, please contact:

WCSA-NASPO	
Cooperative Development Coordinator	Paul Stembler
Telephone	651-206-3858
E-mail	pstembler@wsca-naspo.org

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