

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT

Master Agreement No: MNNVP-134
Hewlett Packard Enterprise Company
(Hereinafter "Contractor")

And

The State of Rhode Island
(Hereinafter "Participating State/Entity")

(STATE OF RHODE ISLAND/Contract # 3447363)

1. Scope: This addendum allows for purchase from the Computer Equipment, Peripherals and Related Services cooperative purchasing program, led by the State of Minnesota along with a multi-state sourcing team for use by state agencies and other entities located in the Participating State/Entity that is authorized by that state's statutes to utilize Participating State /Entity contracts, and which receives prior written approval of the state's chief procurement official.

The original solicitation contains the requirements and definitions establishing the following Product Bands allowed on the Master Agreement. The Master Agreement identifies the bands awarded to the Contract Vendor. The configuration limits and restrictions for the Master Agreement are provided with revisions identified by the Participating State in this Participating Addendum. The configuration limits within the Master Agreement are changed as follows: Peripherals configuration limit is increased to \$30,000.

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **Rhode Island** contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Order of Precedence:

1. A Participating State's/Entity's Participating Addendum ("PA"); A Participating Entity's 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 Contract Vendor under the Terms of Minnesota WSCA-NASPO Master Agreement
2. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms & Conditions)
3. The Solicitation including all Addendums; and
4. Contractor's and/or Vendor's answers and/or responses to the Solicitation.

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. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

4. Participating State/Entity Modifications or Additions to Master Agreement:

- Rhode Island requires a MINIMUM DISCOUNT LEVEL of Twenty-Five Percent (25%) for all Servers, Storage and larger system(s) peripherals or greater for volume purchases.
- If financing and/or a leasing agreement is required for any purchase Rhode Island requires that said financing and/or leasing agreement be in accordance with Rhode Island law and/or the terms and conditions of said financing and/or leasing agreement be at least as favorable and/or no worse than those terms and conditions contained in the RFP and/or Master Price Agreement. Further, any and all financing and/or leasing agreement(s) must be pre-approved by the Rhode Island Division of Purchases, the Rhode Island Division of Legal Services and approved in writing by the Purchasing Agent and/or the Director Administration in his or her capacity as the Chief Purchasing Officer for the State of Rhode Island.
- Rhode Island specifically reserves the right notwithstanding any other terms and conditions contained in the RFP and/or Master Price Agreement to negotiate and enter into a Professional Services Agreement(s) with Contractor whenever said Professional Services Agreement is deemed necessary and required by the State of Rhode Island.
- Rhode Island specifically reserves the right notwithstanding any other terms and conditions contained in the RFP and/or the Master Price Agreement to require Contractor to maintain certain and/or specific types of insurance in amounts specified by the State of Rhode Island and contractor as mutually agreed. Said insurance to include, but not be necessarily limited to: technology errors and omission insurance; network security and privacy liability insurance; Commercial General Liability Insurance inclusive of bodily injury, property damage and personal and advertising injury and Worker's Compensation insurance. If any equipment is financed and/or obtained via a lease agreement Contractor shall carry joint loss payee insurance naming the State of Rhode Island as an additional and/or joint loss payee until such time and unless said equipment receives final acceptance in writing from and by the State of Rhode Island. Contractor shall provide certificates of said insurance to the State of Rhode Island upon request.

- Rhode Island, through its Division of Purchases, hereby reserves the right to limit any Department of the State of Rhode Island, political subdivision of the State of Rhode Island and/or any other entity, buyer, purchaser, and/or user of the RFP, Master Price Agreement and/or Participating Addendum to a MAXIMUM allowable purchase amount to be determined by the Rhode Island Division of Purchases.
- Payment must be made in accordance with the Rhode Island "Prompt Payment Act", so-called. (RIGL 42-11.1-1 et. seq.)
- Notwithstanding the Master Price Agreement and the RFP, this Participating Addendum shall be construed, governed and be interpreted by and in accordance with the laws of the State of Rhode Island without reference to conflict of laws; venue of any action, whether in law and/or in equity, brought with regard to this agreement and/or engagement shall be in Providence County Superior Court, Providence, Rhode Island. Further Contractor hereby specifically acknowledges and accepts the personal jurisdiction of said court(s).
- Notwithstanding the definition of "Services" in the Master Price Agreement and the RFP Contractor may provide Installation Services, Warranty Services, and Maintenance and Support Services if purchased as follows and defined in a Statement of Work or Service Level agreement: Contractor warrants that for a period of one hundred and eighty (180) days from the date of Final Acceptance of original purchased custom services by the State of Rhode Island that the software and/or hardware portions of the software, goods and/or custom deliverables, that Contractor licenses, contracts, or sells the State and/or any Eligible Users under this contract will, perform in accordance with the specific claims provided in the Master Price Agreement and the RFP; be suitable for the ordinary purposes for which such hardware, software, goods and/or custom deliverables are used; be suitable for any special purpose(s) that the State and/or Eligible User has relied upon contractor's skill and/or judgment to consider when it advised the State and/or Eligible User about the hardware, software, goods and/or custom deliverables in the Master Price Agreement and the RFP; the hardware, software, goods and/or custom deliverables have been properly designed and manufactured; the hardware, software, goods and/or custom deliverables are free of significant defects or unusual problems; Further, Contractor agrees to provide the State and/or Eligible Users with bug fixes, including informing the State and/or Eligible Users of any known software bugs or software defects that may affect the State's and/or Eligible User's use of the hardware, software, goods, and/or custom deliverables. Upon breach of the hardware warranty and/or software warranty, Contractor shall repair and/or replace at its option (at no charge to the State and/or Eligible User) the hardware, software, goods and/or custom deliverables whose nonconformance and/or nonperformance is discovered and made known to the Contractor. If the repaired and/or replaced products prove to be inadequate and/or fail to meet the performance of its essential function(s) and/or purpose Contractor shall refund the full amount of any payments that have been made for the failing products. The rights and remedies of both the State of Rhode Island and the

Contractor under this warranty are in addition to any other rights and/or remedies provided under this Participating Agreement and/or provided by law and/or equity. Contractor shall at all times use commercially recognized and reasonable efforts to provide support and solutions pursuant to this Participating Addendum. Contractor shall use commercially recognized and reasonable efforts to respond in a reasonable time to any request for support from the State and/or Eligible User. If Contractor is given Public Data and/or Confidential Data as part of this MPA, RFP and/or Participating Agreement the protection of said Public Data and/or Confidential Data shall be an integral part of the business activities of the Contractor to ensure that there is no inappropriate and/or unauthorized use of said Public Data and/or Confidential Data. In its sole discretion, the State of Rhode Island may require the Contractor and/or any of its employees and/or agents to enter into a Non-Disclosure Agreement(s) and/or a Confidential Information Agreement(s).

- The provisions of Section 4 of this Participating Addendum, with the exception of the provision regarding financing and/or entering into a lease agreement, may be waived if it is deemed in the best interest(s) of the State of Rhode Island. Said waiver must be in writing and signed and approved by either the Purchasing Agent and/or the Director of Administration in his or her capacity as the Chief Purchasing Officer for the State of Rhode Island. The State hereby expressly reserves the right to request from the Vendor new and/or additional price quotes on larger acquisitions and/or purchases.

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

Contractor

Name	Stacey Kearns
Address	355 LedgeLawn Drive, Conway, AR 72204
Telephone	512-319-3018
Fax	501-339-2377
E-mail	Stacey.lyn.kearns@hpe.com

Participating Entity

Name	David Cadoret Dept. of Administration, Division of Purchases
Address	1 Capitol Hill, Providence, RI 02908
Telephone	401-574-8131
Fax	
E-mail	David.cadoret@purchasing.ri.gov

6. Partner Utilization: Each Participating State/Entity represented by NASPO ValuePoint participating in this Master Agreement independently have the option of utilizing partners. Only partners approved by this Participating State/Entity may be deployed. The Participating State/Entity may define the process to add and remove partners and may define the partner's role in this Participating Addendum. The Contractors partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement and this Participating Addendum. Approved partners are shown on the Contractor's dedicated website for the Participating Entity and its respective eligible Purchase Entities.

Contractor has two (2) distinct Servicing Subcontractor Programs: (1) the Reseller Agent Program; and (2) the Fulfillment Subcontractor Program. Both are available to authorized Purchasing Entities to select from under this Participating Addendum.

A. Reseller Agent Program:

Under the Reseller Agent Program the purchase order ("Order") is made out to Hewlett Packard Enterprise Company ("HPE"). HPE fulfills and ships the Order to the Purchasing Entity and invoices the Purchasing Entity directly. The Reseller Agents provides pre- and post-sales support. Pre- and post-sales support includes, but is not limited to, providing advice on specifications, quotes, assist in escalation of order(s), and returns. The authorized Reseller Agent(s) under this Contract are listed on the HPE Participating State/Entity landing page at www.hpe.com/buy/NASPOVP-PC4.

Orders and payment are issued by the Purchasing Entity direct to HPE under the Reseller Agent Program. The Reseller Agent HPE Authorization Number must be listed in all quotes and related Order activities for sales and tracking purposes. Orders must include the Participating State/Entity Contract Number. HPE Order information, including the HPE remittance address, is available in the Information Center located at the HPE website www.hpe.com/buy/NASPOVP-PC4.

B. Fulfillment Subcontractor Program:

Under this Fulfillment Subcontractor Program the purchase order ("Order") is made out to the named Fulfillment Subcontractor. The Fulfillment Subcontractor receives the Order(s) and invoices the Purchasing Entity directly, in addition to handling all Order tracking and escalations and offering pre- and post-sales support. The authorized Fulfillment Subcontractor(s) for receipt of Orders from Participating Entities under this Contract are listed on the HPE Participating State/Entity landing page at www.hpe.com/buy/NASPOVP-PC4.

Orders and payment are issued by the Purchasing Entity direct to the named Fulfillment Subcontractor, and, in accordance with the RI Prompt Payment Act in Section 4 of the Participating Addendum, and as may be required under the Fulfillment Subcontractor Program. Orders must include the Participating State/Entity Contract Number.

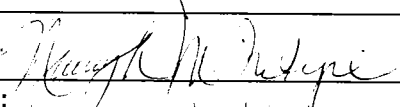
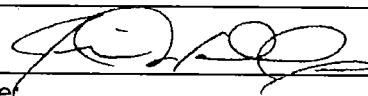
7. **Terms:** The Participating State/Entity is agreeing to the terms and conditions of the Master Price Agreement (“MPA”) only to the extent the terms are not in conflict with any of the terms and conditions of the Participating Addendum.

8. **Orders:** Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Price Agreement and/or Participating Addendum shall be deemed to be a sale under and governed by the prices and other terms and conditions of the Master Price Agreement. Or said sale shall be under and governed by the prices and other terms and conditions of the Participating Addendum if said prices, terms and other conditions are in conflict with MPA. The Parties to the Order may specifically agree in writing that another contract or agreement applies to such Order.

9. **Assignment:** Neither Party may, nor will it have the power to, assign or novate this Participating Addendum without the consent of the other.

10. **Participating Addendum:** This Addendum is effective as of the full execution of this Participating Addendum below.

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: Nancy R. McIntyre	Name: Jessica Wallace
Title: Purchasing Agent	Title: Contract Administrator
Date: 12/21/15	Date: 12/11/2015

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	thay@naspovaluepoint.org

[Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate databases]