

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Data Communications Products And Services
Administered by the State of Utah
(hereinafter "Lead State")
MASTER AGREEMENT
Master Agreement No: AR626
Palo Alto Networks, Inc.
(hereinafter "Contractor")
and
State of Arkansas
Contract No:
4600036604

1. Scope:

This addendum covers the Data Communications Products and Services AR626 contract 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 Palo Alto Networks Inc. to provide data communications equipment and services in the following categories: Networking Software, Security, Switches and Wireless.

2. Participation:

All eligible purchasers 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:

These modifications or additions **shall** apply only to actions and relationships within Arkansas.

- 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 the invoice, unless mutually agreed to, 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 relevant to State of Arkansas transactions **shall** be subject to examination by appropriate Arkansas government authorities for a period of five (5) years from the expiration date and final payment on the contract or extension thereof, provided, however, that such government authorities **shall** provide thirty (30) days written notice to the contractor of its intent to conduct such examination contemplated by this section.
- 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 via email to OSP.ITContracts@dfa.arkansas.gov for the fiscal period of July 1 through June 30. The annual report **shall** be due no later than September 1st 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 reports **must** include at a minimum:

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

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Master Agreement No: AR626

- 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 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 by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation.
- F. Expenses for travel **shall not** 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).
- H. The following Indemnification clause replaces in its entirety the Indemnification clause specified in the Master Agreement AR626. The contractor **shall** defend indemnify and hold harmless the other party along with their officers, agencies, and employees as well as any person or entity for which they may be liable from and against employees as well as any person or entity for which they may be liable from and against third-party claims, damages or causes of action including reasonable attorney's fees and related costs for any death, injury, or damage to tangible property arising from gross negligence or willful misconduct of the indemnifying party, its employees, subcontractors, or volunteers, at any tier, relating to the performance of its obligations under the Master Agreement. This section is not subject to any limitations of liability in the Master Agreement or in any other document executed in conjunction with the Master Agreement.

4. Services:

The contractor **shall not** propose or provide value-added services unless it meets one (1) or more of the following criteria:

- It is of no cost to the purchasing entity
- Services are linked to items the entity has purchased through a current or past transaction.

5. Lease Agreements:

Leasing **shall not** be permissible under this contract.

6. Primary Contacts:

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

Contractor	Name	Ryan Carter
	Address	4401 Great America Pkwy, Santa Clara, CA 95054
	Telephone	669-444-6154
	E-mail	rcarter@paloaltonetworks.com
State of Arkansas	Name	Jaime Motley
	Address	1509 W 7th St 3rd Floor, Little Rock, AR 72201
	Telephone	501-371-6065
	E-mail	Jaime.Motley@dfa.arkansas.gov
NASPO ValuePoint	Name	Paul Stembler
	Address	201 East Main St, Suite 1405, Lexington, KY 40607
	Telephone	651-206-3858
	E-mail	PStembler@NASPOValuePoint.org

The contacts listed above can be changed by the parties from time to time in writing. Such updates do not require an amendment to this Addendum.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Master Agreement No: AR626

7. Subcontractors:

The Contractor may use subcontractors; however, the Contractor **shall** be responsible for any agreements between Contractor and such subcontractors. The State of Arkansas **shall not** agree to and **shall not** be responsible for any terms and conditions between Contractor and subcontractor.

The following subcontractors **shall** be authorized to provide product delivery and services:

Subcontractor	Agent	Phone	Email
TBD			

8. Orders:

Any Order placed by an entity ordering under this Participating Addendum for hardware, software and/or services **shall** be deemed to be a sale under (and governed by the prices and other terms and conditions) the Master Agreement.

9. Performance Standards:

All purchasing entities subject to State laws regarding Performance Standards in the procurement of services **must** have the cooperation of the vendor in establishing this provision as part of their purchasing agreement.

10. Individual Customer:

Each State agency and political subdivision, as a Participating Entity, that purchases products/services **shall** be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision **shall** be responsible to follow the terms and conditions of the Master Agreement; and they **shall** have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each agency and political subdivision **shall** be responsible for their own charges, fees, and liabilities. Each agency and political subdivision **shall** have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor **shall** apply the charges to each Participating Entity individually.

This Participating Addendum and the Master Agreement AR626, 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 AR626, 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 AR626 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.

State of Arkansas:		Contractor:	
By:	<i>Randy Wright</i>	By: DocuSigned by: <i>Michael Ogden</i>	
Name:	<i>Randy Wright</i>	Name: <i>Michael Ogden</i>	0005ABFCEA104A3...
Title:	<i>Asst. Admin.</i>	Title: <i>VP worldwide sales operations</i>	
Date:	<i>1/22/16</i>	Date: <i>12/23/2015</i>	

