

**DATA COMMUNICATION PRODUCTS &  
SERVICES (2019-2026)**

Led by the State of Utah

Master Agreement #: AR3229

Contractor: **PALO ALTO NETWORKS, INC.**Participating Entity: **STATE OF MISSOURI**

Only the following products or services are included in this contract portfolio for the State of Missouri's Information Technology Services Division (ITSD):

- Security products and services included within Attachment B, Scope Awarded to Contractor, Section I. paragraphs 1.3.2 and subparagraphs, and
- Section II., Value Added Services, within Attachment B, Scope Awarded to Contractor, specifically pertaining to products and services acquirable under paragraph 1.3.2, Security, and subparagraphs.
  - State agencies governed by Chapter 34 RSMo. (including ITSD) are specifically prohibited from using "Consulting/Advisory Services" found in Attachment B, Section II., paragraph 2.2 c., unless such services are utilized for the specific purposes of implementation or ongoing support.
  - State agencies governed by Chapter 34 RSMo. (including ITSD) are specifically prohibited from procuring routers.

The following products or services are not included in this agreement:

- ITSD is prohibited from utilizing any and all products and services not specified above. Should there be a need at a later time to allow additional products and services, the State of Missouri will authorize the products and services through a formal amendment to the Participating Addendum (PA).

Political subdivisions and other entities (including cooperatives) and universities authorized by the State of Missouri's statutes to use state contracts are allowed full access to the full Master Agreement AR3229 between the State of Utah and Palo Alto Networks, Inc.

**Master Agreement Terms and Conditions:**

1. Scope: This addendum covers the Data Communication Products and Services contract, led by the State of Utah, within the scope of the NASPO ValuePoint Master Agreement and shall apply only to the Missouri Information Technology Services Division and political subdivisions (including cities, counties, municipalities, K12 and Higher Ed institutions) located in the Participating State and authorized by the State of Missouri. Additional agencies governed by Chapter 34 RSMo are specifically prohibited from using this agreement unless specifically authorized by the Director of the Division of Purchasing for the State of Missouri, or this PA is later revised through an amendment.

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2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) and universities authorized by the State of Missouri's statutes to use state contracts are subject to the approval of the Director of the Division of Purchasing for the State of Missouri. Issues of interpretation and eligibility for participation are solely within the authority of the Director of the Division of Purchasing for the State of Missouri.
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, Santa Clara CA 95054 |
| Telephone: | 408-753-4000                           |
| Fax:       |                                        |
| Email:     | racheampon@paloaltonetworks.com        |

Participating Entity

|            |                                                                                    |
|------------|------------------------------------------------------------------------------------|
| Name:      | Christopher Lozuaway                                                               |
| Address:   | 301 W. High St. Rm. 630<br>P.O. Box 809<br>Jefferson City, MO 65102-0809           |
| Telephone: | (573) 751-1567                                                                     |
| Fax:       | N/A                                                                                |
| Email:     | <a href="mailto:Christopher.Lozuaway@oa.mo.gov">Christopher.Lozuaway@oa.mo.gov</a> |

**4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER  
AGREEMENT**

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

Participating Entity must check one of the boxes below.

☐ No changes to the terms and conditions of the Master Agreement are required.

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

**a. Missouri Statewide Contract Quarterly Administrative Fee:**

- i. Contractor shall pay a one percent (1%) administrative fee to the State of Missouri which shall apply to all payments received by Contractor and/or its Fulfillment Partners for all products and services provided under this Participating Addendum. Payment of the one percent (1%) administrative fee shall be non-negotiable.



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- ii. The contractor shall pay the administrative fee at the end of each calendar quarter (i.e. March 31, June 30, September 30, and December 31). The total administrative fee for a given quarter must equal one percent (1%) of the total payments (minus returns and credits) received by the contractor during the calendar quarter as reported on the contractor's Missouri Statewide Contract Quarterly Administrative Fee Report specified below. The administrative fee must be received by the Division of Purchasing no later than the 15th calendar day of the month immediately following the end of the calendar quarter, unless the 15th is not a business day in which case the next business day thereafter shall be considered the administrative fee deadline.
- iii. Payments shall be made using one of the following acceptable payment methods:
- iv. Check: Personal check, company check, cashier's check, or money order made payable to the "Missouri Revolving Information Technology Trust Fund" and sent to the following mailing address: Division of Purchasing, P.O. Box 809, Jefferson City, MO 65102 – 0809 OR Division of Purchasing, 301 West High Street, Room 630, Jefferson City, MO 65101-1517. The contractor's payment by check shall authorize the State of Missouri to process the check electronically. The contractor understands and agrees that any returned check from the contractor may be presented again electronically and may be subject to additional actions and/or handling fees.
- v. Electronic Payment: Instructions on how to submit payments electronically by automated clearing house (ACH) will be provided upon request by contacting the Division of Purchasing at (573) 751-2387.
- vi. All payments of the administrative fee shall include the contract number on any check or transmittal document. However, only one contract number must be entered on a check or transmittal document. If submitting an administrative fee payment for more than one contract, then a separate check or electronic payment and associated transmittal document must be submitted by the contractor for each contract.

**b. Missouri Statewide Contract Quarterly Administrative Fee Report:**

- i. The contractor shall submit a Missouri Statewide Contract Quarterly Administrative Fee Report to the Division of Purchasing shall identify the total payments (minus returns and credits) received by the contractor from state agencies, political subdivisions, universities, and governmental entities in other states that were made pursuant to the contract.
- ii. The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Administrative Fee Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for total payments (minus returns and credits) received by the contractor during the calendar quarter. The Missouri Statewide

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Contract Quarterly Administrative Fee Report must be received by the Division of Purchasing no later than the 15th calendar day of the month following the reporting quarter entered on the report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no payments were received by marking the appropriate box on the report form.

- iii. The Missouri Statewide Contract Quarterly Administrative Fee Report form (Attachment 1) may be downloaded from the following Division of Purchasing website: <http://oa.mo.gov/purchasing/vendor-information>. The Missouri Statewide Contract Quarterly Administrative Fee Report must be submitted using one of the following methods:

Mail: Division of Purchasing,  
P.O. Box 809, Jefferson City MO 65102-0809

OR

Division of Purchasing,  
301 West High Street, Room 630, Jefferson City, MO 65101-1517

Fax: (573) 526-9815  
Email: [ereports@oa.mo.gov](mailto:ereports@oa.mo.gov)

- iv. The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Administrative Fee Report by providing thirty (30) calendar days written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days notice to the contractor to change the method of payment of the administrative fee, the timing for submission of the Missouri Statewide Contract Quarterly Administrative Fee Report, and/or timing for payment of the administrative fee. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.

**c. Missouri Statewide Contract Quarterly Usage Report:**

- v. The contractor shall submit a Missouri Statewide Contract Quarterly Usage Report to the Division of Purchasing which shall provide the Data Element information listed below:

| Data Element    | Description                                    |
|-----------------|------------------------------------------------|
| Contractor Name | Contractor name as it appears on the contract. |



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| <b>Data Element</b>                      | <b>Description</b>                                                                                                                                                                                               |
|------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Statewide Contract Number                | Statewide contract number as listed on the cover page of your contract with the State of Missouri.                                                                                                               |
| Report Contact Name                      | Name of the person completing the report on behalf of the contractor.                                                                                                                                            |
| Contact Phone Number                     | Phone number for the person completing the report.                                                                                                                                                               |
| Contact Email Address                    | Email address for the person completing the report.                                                                                                                                                              |
| Date Report Submitted                    | Date the Missouri Statewide Contract Quarterly Usage Report is submitted to Division of Purchasing.                                                                                                              |
| Reporting Quarter                        | Quarter for which the contractor is reporting purchases on the contract.                                                                                                                                         |
| Entity Type                              | Indicate the type of entity by entering "S" for Missouri state agency, "P" for Missouri political subdivision, "U" for Missouri university, or "O" for political subdivision or state entity from another state. |
| Customer Name                            | Customer's name. If the customer has multiple locations, please only use the main entity name.                                                                                                                   |
| Product or Service Description           | Description of product or service purchased.                                                                                                                                                                     |
| Purchase Authorization Number/Identifier | Purchase Authorization Number/Identifier supplied by customer to contractor. Enter PO or other authorization number/identifier. If procurement card used, enter "P-Card".                                        |
| Contract Line Item Number                | Line item number on the contract.                                                                                                                                                                                |
| Quantity Delivered                       | Quantity (i.e. excluding returns) of products delivered. Enter a quantity of "1" for a service/project.                                                                                                          |
| Unit Price Charged                       | Unit Price Charged (i.e. excluding credits) for the product or service purchased.                                                                                                                                |
| Extended Price                           | Quantity Delivered X Unit Price Charged.                                                                                                                                                                         |

- vi. The contractor shall prepare and submit the Missouri Statewide Contract Quarterly Usage Report at the end of each calendar quarter (i.e. March 31, June 30, September 30, December 31) for the purchases made under the contract during the calendar quarter. The Missouri Statewide Contract Quarterly Usage Report must be received by the Division of Purchasing no later than the 15th calendar day of the month following the reporting quarter entered on the Missouri Statewide Contract Quarterly Usage Report, unless the 15th is not a business day in which case the next business day thereafter shall be considered the reporting deadline. Even if there has been no usage of the contract during the reporting quarter, the contractor must still submit a report and indicate no purchases were made.

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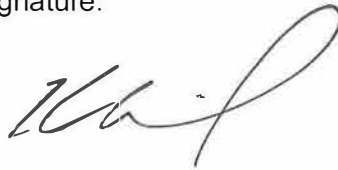
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- vii. The contractor must submit a Missouri Statewide Contract Quarterly Usage Report electronically either utilizing the "Missouri Statewide Contract Quarterly Usage Report" worksheet (Attachment 2) which is downloadable from <http://oa.mo.gov/purchasing/vendor-information> or utilizing another format which is Excel-exportable. The contractor must submit the Missouri Statewide Contract Quarterly Usage Report to the following email address: [ereports@oa.mo.gov](mailto:ereports@oa.mo.gov)
  - viii. The contractor shall agree that the Division of Purchasing reserves the right to modify the requested format and content of the Missouri Statewide Contract Quarterly Usage Report by providing thirty (30) calendar days' written notice to the contractor. The contractor shall also agree the Division of Purchasing may unilaterally amend the contract, with thirty (30) calendar days' notice to the contractor to change the timing for submission of the Missouri Statewide Contract Quarterly Usage Report. The contractor shall understand and agree that if such an amendment is issued by the Division of Purchasing, the contractor shall comply with all contractual terms, as amended.
5. Lease Agreements: Leasing shall not be allowed through the PA.
6. Subcontractors: All contactors, dealers, and resellers authorized in the State of Missouri, as shown on the dedicated Palo Alto Networks, Inc. website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
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.

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

|                                                                                                 |                                                                                                  |
|-------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| Participating Entity: State of Missouri                                                         | Contractor:                                                                                      |
| Signature:<br> | Signature:<br> |
| Name:<br>Karen S. Boeger                                                                        | Name: Kevin Espinola                                                                             |
| Title:<br>Director, Division of Purchasing                                                      | Title: VP, Deputy General Counsel                                                                |
| Date:<br>7/21/2021                                                                              | Date:<br>7/19/2021                                                                               |

Alto Networks  
Palo Alto  
CA 94303  
760.933.1100

*[Additional signatures may be added if required by the Participating Entity]*

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

|                                      |                          |
|--------------------------------------|--------------------------|
| Cooperative Contracting Coordinator: |                          |
| Telephone:                           |                          |
| Email:                               | info@naspovaluepoint.org |

***[Please email fully executed PDF copy of this  
document to***

***[PA@naspovaluepoint.org](mailto:PA@naspovaluepoint.org)***

***to support documentation of participation and posting  
in appropriate data bases.]***



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**EXHIBIT A**

**Missouri Economic Impact:** The utilization of Missouri businesses and Missouri employees and other positive economic impact in the provision of the products and/or services under this agreement between the State of Missouri and Palo Alto Networks, Inc., is highly desirable for the State of Missouri. Therefore, please provide responses to the following to describe your Missouri economic impact.

1. Provide a description of the company's economic presence within the State of Missouri, including Missouri employee statistics, Missouri business facilities (size, type of facility, location), Missouri subcontractors, etc.

Palo Alto Networks does not maintain a facility in Missouri. To the best knowledge of the person signing this form, Palo Alto Networks has one person employed in Missouri supporting this contract, and 31 total employees in Missouri in various roles.

2. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products under Missouri Contract Number.

Palo Alto Networks is a publicly traded company with a worldwide presence that offers an enterprise cybersecurity platform which provides network security, cloud security, endpoint protection, and various cloud-delivered security services. No Missouri products are utilized. Palo Alto Networks currently has one Missouri-based employee who supports business with the State

3. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

This is unclear. Palo Alto Networks provides an enterprise cybersecurity platform that protects the State's information technology assets, which provides a measure of economic impact that is difficult to ascertain

4. List all Missouri certified Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) as defined at Website: <http://oeo.mo.gov> you will use in the provision of products and services under the contract:

SHI International Corp (MBE/WBE) and World Wide Technology, LLC (MBE)

5. List all Missouri Organizations for the Blind or any Missouri Sheltered Workshops as listed at Websites: <http://dese.mo.gov/special-education/sheltered-workshops/directories>, <http://www.lhbindustries.com> and <http://www.alphapointe.org> you will use in the provision of products and services under the contract:

None currently identified

6. List all Missouri Service-Disabled Veteran Business Enterprises (SDVE's) as listed at Websites <http://oa.mo.gov/sites/default/files/sdvelisting.pdf> you will use in the provision of products and services under the contract:





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None currently identified \_\_\_\_\_