STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-17-70-40-05
AMENDMENT 3

Cloud Solutions

Utah NASPO ValuePoint Master Agreement Number AR2472

Carahsoft Technology Corporation (Contractor)

The parties mutually agree to amend Participating Addendum 7-17-70-40-05 as follows:

1) **Section 7. PRICING** is revised to read as follows:

    A. Contractor's pricing is outlined in the Utah NASPO ValuePoint Master Agreement Number AR2472.

2) **Section 16. CONTRACT MANAGEMENT, subparagraph A** is revised to read as follows:

    A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor	**Contract Manager**
Name:	Mariah Edwards
Phone:	(818) 449-3729
Email:	Mariah.Edwards@carahsoft.com
Address:	Carahsoft Technology Corporation Mariah Edwards 11493 Sunset Hills Road, Suite 100 Resto, VA 20190

3) **Section 18. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS** is hereby added to read as follows:

18. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Participating Addendum. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

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

STATE OF CALIFORNIA

Department of General Services
Agency Name

Julie Matthews Digitally signed by Julie Matthews Date: 2023.06.29 16:09:08 -07'00' 6/29/2023
Authorized Signature *Date Signed*

Julie Matthews, MAU2 Supervisor
Printed Name/Title of Person Signing

707 Third Street
West Sacramento, CA 95605
Address

CONTRACTOR

Carahsoft Technology Corporation
Contractor Name

Kristina Smith 06/22/2023
Authorized Signature *Date Signed*

Kristina Smith, Contracts Director
Printed Name/Title of Person Signing

11493 Sunset Hills Rd, Suite 100, Reston, VA 20190
Address

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-17-70-40-05
AMENDMENT 2

Cloud Solutions

Utah NASPO ValuePoint Master Agreement Number AR2472

Carahsoft Technology Corp. (Contractor)

The parties mutually agree to amend Participating Addendum 7-17-70-40-05 as follows:

1) **Section 3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS** is updated to read as follows:

   A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of goods or services made under this Participating Addendum. Terms can be viewed on the DGS Procurement Division website (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language).

      i. General Provisions – Information Technology (GSPD-401IT) effective 9/5/2014.
      ii. Cloud Computing Software as a Service (SaaS) General Provisions effective 6/7/2019.
      iii. Cloud Computing Special Provisions for Software as a Service (SaaS) effective 03/15/18.
      iv. Cloud Computing Special Provisions for Infrastructure as a Service (IaaS) & Platform as a Service (PaaS), effective 05/11/16.

2) **Section 5. AVAILABLE PRODUCTS AND SERVICES** is updated to read as follows:

   A. The following service offerings from the Utah NASPO ValuePoint Master Agreement Number AR2472 are allowed under this Participating Addendum:

      1) Software as a Service (SaaS)
      2) Infrastructure as a Service (IaaS)
      3) Platform as a Service (PaaS)

3) **Section 6. RESTRICTIONS/DISALLOWED PRODUCTS AND SERVICES (STATE AGENCIES ONLY)** is updated to read as follows:

   A. The following product/service offerings are disallowed for state agencies under this Participating Addendum:

      1) Value Added Services, including Additional Value Added Services such as Maintenance Services; Deployment Services; Consulting/Advisory Services; Architectural Design Services; Statement of Work Services; Partner Services, and Training Deployment Services

B. Product and service categories that are available on mandatory California statewide contracts cannot be purchased from this Participating Addendum by State agencies without an exemption. Prior to issuing a purchase order, State agencies are responsible for obtaining an exemption from DGS, and/or California Department of Technology (CDT).

C. State agencies must first obtain approval by the California Department of Technology (CDT) to use this Participating Addendum for Infrastructure as a Service (IaaS) and/or Platform as a Service (PaaS) purchases in accordance with Technology Letter 17-06 (www.cdt.ca.gov/wp-content/uploads/2017/08/TL-17-06.pdf).

4) **Section 14. CONTRACT MANAGEMENT subpart A** is updated to read as follows:

A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor:	Carahsoft Technology Corp.
Name:	Alex Cord
Phone:	703-871-8500
E-Mail:	Alex.Cord@Carahsoft.com
Address:	11493 Sunset Hills Road, Suite 100 Reston, VA 20190

5) **Section 9 FULFILLMENT PARTNERS/AUTHORIZED RESELLERS** is updated to read as follows:

A. Contractor may use State-approved Authorized Resellers under this Participating Addendum for sales and service functions as defined herein.

1) Orders may be placed with the Contractor or Authorized Resellers.

2) Authorized Resellers must accept purchase orders and accept payment from ordering agencies for products and services offered under this Participating Addendum.

3) Authorized Resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative fee requirements.

4) All purchase documents to Authorized Resellers shall reference the Participating Addendum Number and Contractor Name.

B. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Authorized Resellers. All State policies, guidelines, and requirements shall apply to Authorized Resellers.

C. Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting, and administrative fee requirements.

D. Subject to the approval of the State, Authorized Resellers may be added on a quarterly basis during the term of the contract. Contractors shall notify the State of any deleted Authorized Resellers or changes to current Authorized Resellers' contact information in writing at any time during the contract term.

E. Contractor will be required to submit Authorized Reseller requests, in a format specified by the State, to the State Contract Administrator for approval.

F. State-approved Authorized Resellers will be posted on the State's Cal eProcure website.

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

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

STATE OF CALIFORNIA	**CONTRACTOR**
Department of General Services	Carahsoft Technology Corp.
Agency Name	*Contractor Name*
August 11, 2021	Kristina Smith 8/11/2021
Authorized Signature *Date Signed*	*Authorized Signature* *Date Signed*
Stephanne Lim, MAU2 Supervisor	Kristina Smith - Director of Contracts
Printed Name/Title of Person Signing	*Printed Name/Title of Person Signing*
707 Third Street West Sacramento, CA 95605	11493 Sunset Hills Road, Suite 100 Reston, VA 20190
Address	*Address*

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NO. 7-17-70-40-05
AMENDMENT NO. 1

Cloud Solutions
Utah NASPO ValuePoint Master Agreement No. AR2472
Carahsoft Technology Corp.

The parties hereto mutually agree to amend Participating Addendum Number 7-17-70-40-05 as follows:

1. Authorized Resellers outlined in Section 9 (Fulfillment Partners/Authorized Resellers) is revised to reflect the following:

Authorized Resellers are available for this Participating Addendum:

ISSUE PURCHASE ORDER TO

Orders may be placed with Carahsoft Technology Corp. or with an Authorized Reseller as indicated below:

Orders placed with Carahsoft Technology Corp.

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
1860 Michael Faraday Drive, Suite 100 Tempe, AZ 85283

Contact: Karina Woods
Phone: 703/871-8500
Fax No.: 703/871-8505
E-mail: OM@carahsoft.com

Orders placed with an Authorized Reseller must be addressed as shown below, and payment must be made payable to the Authorized Reseller identified on the invoice as shown below:

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o Allied Network Solutions, Inc.
5718 Lonetree Blvd., Rocklin, CA 95765

Contact: Roger Schnorenberg
Phone: 916/774-2670 X101
E-mail: Rschnorenberg@ans-it.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o Data Path Inc.
318 McHenry Ave., Modesto, CA 95354

Contact: Brian Jump
Phone: 209/312-9808
E-mail: BJump@mydatapath.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o DynTek Services, Inc.
4440 Von Karman, Suite 200, Newport Beach, CA 92660

Contact: Kelsea Pratt-Acosta
Phone: 949/271-6780
Fax No.: 949/271-6794
E-mail: CAsales@dyntek.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o Eventus Solutions Group LLC
9777 Pyramiel Court, Suite 160, Englewood, CA 80112

Contact: Craig Tobin
Phone: 303/376-6161
E-mail: Craigtobin@eventusg.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o HF Tech Services, Inc.
5777 Madison Avenue, Suite 1060, Sacramento, CA 95841

Contact: Allan P. Hart
Phone: 916/690-5056
E-mail: allan@hftechservices.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o NWN Solutions Corporation
2969 Prospect Park Drive, Suite 225, Rancho Cordova, CA 95670

Contact: Team Meade
Phone: 916/637-2160
Fax No.: 916/596-4800
E-mail: TMeade@nwnit.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o Savant Solutions, Inc. which will do business in California as [Savant Solutions Group]
1931 H Street, Sacramento, CA 95811

Contact: Caleb Kwong
Phone: 916/836-8182
E-mail: Caleb@savantsolutions.net

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o SHI International, Corp.
290 Davidson Avenue, Somerset, NJ 08873

Contact: Nick Grappone
Phone: 732/564-8189
E-mail: Nick_Grappone@shi.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o Solutions Simplfied
8880 Cal Center Drive, Suite 400, Sacramento, CA 95826

Contact: Rachel DaValle
Phone: 530/521-0576
E-mail: Rachel.Davalle@solutionssimplified.net

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o Taborda Solutions, Inc.
9580 Oak Ave Pkwy, Suite 7-180, Folsom, CA 95630

Contact: Bear Williams
Phone: 916/717-8711
Fax No.: 916/200-0353
E-mail: Bear.Williams@tabordasolutions.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o vCloud Tech Inc.
609 Deep Valley Drive, Suite 200, Rollling Hills Estates, CA 90274

Contact: Nadia Khan
Phone: 424/703-4135
E-mail: nadiakhan@vcloudtech.com

For invoicing purposes, each State Accounting office must have a copy of the reseller's Payee Data Record (Std. 204) in order to process payment of the invoice. Agencies should forward a copy of the Std. 204 to their respective accounting office. Without the Std. 204, payment may be unnecessarily delayed.

AUTHORIZED RESELLERS ARE RESPONSIBLE FOR SENDING A COPY OF ALL PURCHASE ORDERS TO QUEST MEDIA & SUPPLIES, INC. FOR COOPERATIVE AGREEMENTS (NASPO VALUEPOINT) QUARTERLY REPORTING REQUIREMENTS. When issuing an order to an authorized reseller listed on Cooperative Agreements, it is the agency's responsibility to ensure that the reseller holds a valid California Seller's Permit.

NOTE: Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Authorized Resellers. All State policies, guidelines, and requirements shall apply to Authorized Resellers.

All other terms and conditions of the Participating Addendum shall remain the same.

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

Participating State:
State of California,
Department of General Services

By: _____

for Name: Angela Shell

Title: Deputy Director

Date: May 1, 2018

Contractor:
Carahsoft Technology Corp.

By: _____

Name: Robert R. Moore

Title: Vice President

Date: April 25, 2018

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NO. 7-17-70-40-05

Cloud Solutions

Utah NASPO ValuePoint Master Agreement No. AR2472

Carahsoft Technology Corp.

This Participating Addendum Number 7-17-70-40-05 is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and Carahsoft Technology Corp. (hereafter referred to as "Contractor") under the lead State of Utah NASPO ValuePoint Master Agreement Number AR2472.

1. SCOPE

A. This Participating Addendum covers the purchase of Cloud Solutions under the Utah NASPO ValuePoint Master Agreement. The Utah NASPO ValuePoint Master Agreement Number AR2472 is hereby incorporated by reference. The cloud solution services are identified in Section 5 (Available Services).

B. This Participating Addendum is available for use by all State Agencies including the Executive, Judicial and Legislative branches, and will include all California political subdivisions/local governments. A subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds.

C. Each political subdivision/local government is to make its own determination whether this Participating Addendum and the Utah NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

2. TERM

A. The term of this Participating Addendum shall begin upon signature approval by the State and will end September 15, 2026, or upon termination by the State, whichever occurs first.

B. Lead State amendments to extend the Master Price Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.

3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS

A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of services made under this Participating Addendum.

1) **General Provisions – Information Technology (GSPD-401IT),** effective 9/5/2014. The twelve (12) page document can be viewed at: http://www.documents.dgs.ca.gov/pd/poliproc/GSPD401IT14_0905.pdf. Exception: Article 11 of the General Provisions – Information Technology, is superseded by Section 4 (Order of Precedence) below.

2) **Cloud Computing Special Provisions for Software as a Service (SaaS),** effective 9/3/14. The five (5) page document can be viewed at: http://www.documents.dgs.ca.gov/pd/poliproc/CLOUDCOMPUTINGSERVICESSPECIALPROVISIONS_14_0903.docx

4. ORDER OF PRECEDENCE

In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

A. California Participating Addendum Number 7-17-70-40-05
B. Utah NASPO ValuePoint Master Agreement Number AR2472
C. Utah Solicitation CH16012 including all Addendums
D. Contractor's response to Utah's Solicitation

5. AVAILABLE SERVICES

The following service offering from the Utah NASPO ValuePoint Master Agreement Number AR2472 are allowed under this Participating Addendum:

Software as a Service (SaaS)

6. RESTRICTIONS/DISALLOWED SERVICES – These restrictions are not applicable to political subdivisions/local governments.

A. The following service offerings are prohibited under this Participating Addendum:

1. Infrastructure as a Service (IaaS)
2. Platform as a Service (PaaS)
3. Value Added Services, including Additional Value Added Services such as Maintenance Services; Deployment Services; Consulting/Advisory Services; Architectural Design Services; Statement of Work Services; Partner Services, and Training Deployment Services

B. Product and service categories that are available on mandatory California statewide contracts cannot be purchased from this Participating Addendum by State Departments without an exemption. Prior to issuing a purchase order, State Departments are responsible for obtaining an exemption from DGS, and/or California Department of Technology (CDT).

7. PRICING

A. Contractor shall submit a Price Schedule identifying all services offered under this Participating Addendum for the State's approval.

B. The Price Schedule shall include the following:

1) Service Category (SaaS) Description
2) List Price
3) Discount off List Price
4) Contract Price

C. Contractor shall obtain prior approval from Utah NASPO ValuePoint Contract Administrator, and submit a written notice of price increases/decreases and a revised Price List for the State's approval.

D. State-approved Price List will be posted on the State's Cal eProcure website.

8. SERVICE ADDITIONS/DELETIONS

A. Contractor may add or delete services introduced or removed from the market by the manufacturer under the following conditions:

1) Service is within existing awarded categories under the NASPO ValuePoint Master Price Agreement;
2) Contractor has obtained prior approval from the Utah NASPO ValuePoint Contract Administrator; and
3) Contractor receives written approval from the California State Contract Administrator.

B. Contractor shall submit a written notice of service (s) additions/deletions and a revised Price Schedule for the State's approval.

9. FULFILLMENT PARTNERS/AUTHORIZED RESELLERS

Authorized Resellers are available for this Participating Addendum:

ISSUE PURCHASE ORDER TO

Orders may be placed with Carahsoft Technology Corp. or with an Authorized Reseller as indicated below:

Orders placed with Carahsoft Technology Corp.

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
1860 Michael Faraday Drive, Suite 100

Contact: Karina Woods
Phone: 703/871-8500
Fax No.: 703/871-8505
E-mail: OM@carahsoft.com

Orders placed with an Authorized Reseller must be addressed as shown below, and payment must be made payable to the Authorized Reseller identified on the invoice as shown below:

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o DynTek Services, Inc.
4440 Von Karman, Suite 200, Newport Beach, CA 92660

Contact: Kelsea Pratt-Acosta
Phone: 949/271-6780
Fax No.: 949/271-6794
E-mail: CAsales@dyntek.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o NWN Solutions Corporation
2969 Prospect Park Drive, Suite 225, Rancho Cordova, CA 95670

Contact: Team Meade
Phone: 916/637-2160
Fax No.: 916/596-4800
E-mail: TMeade@nwnit.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o Taborda Solutions, Inc.
9580 Oak Ave Pkwy, Suite 7-180, Folsom, CA 95630

Contact: Bear Williams
Phone: 916/717-8711
Fax No.: 916/200-0353
E-mail: bear.williams@tabordasolutions.com

For invoicing purposes, each State Accounting office must have a copy of the reseller's Payee Data Record (Std. 204) in order to process payment of the invoice. Agencies should forward a copy of the Std. 204 to their respective accounting office. Without the Std. 204, payment may be unnecessarily delayed.

AUTHORIZED RESELLERS ARE RESPONSIBLE FOR SENDING A COPY OF ALL PURCHASE ORDERS TO CARAHSOFT TECHNOLOGY CORP. FOR COOPERATIVE AGREEMENTS (NASPO VALUEPOINT) QUARTERLY REPORTING REQUIREMENTS.

When issuing an order to an authorized reseller listed on Cooperative Agreements, it is the agency's responsibility to ensure that the reseller holds a valid California Seller's Permit.

NOTE: Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Servicing Subcontractors. All State policies, guidelines, and requirements shall apply to Authorized Resellers.

10. ORDERING AGENCY RESPONSIBILITIES

A. State department and political subdivision/local government use of this Participating Addendum is optional.

B. State departments and political subdivision/local governments must follow the ordering procedures outlined within the User Instructions guide, administered by the State Contract Administrator, to execute orders against this Participating Addendum.

11. INVOICING AND PAYMENT

A. Payment terms for this Participating Addendum are net forty-five (45) days. Payment will be made in accordance with IT General Provisions Paragraph 30 (Required Payment Date).

B. Invoices shall be sent to the address identified in the Ordering Agency's purchase order. The State Participating Addendum Number and Ordering Agency Purchase Order Number shall appear on each invoice for all purchases placed under this Participating Addendum.

C. Contractor will accept the State of California credit card (CAL-Card) for payment of invoices.

12. USAGE REPORTING

A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment A. The report is due even when there is no activity.

B. The report shall be an Excel spreadsheet transmitted electronically to the DGS mailbox at PDCooperatives@dgs.ca.gov.

C. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five business days of the date of written notification from the State.

D. Tax must not be included in the report, even if it is on the purchase order.

E. Reports are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

F. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.

G. Amendments for term extensions may be approved only if all due reports have been submitted to the State.

13. ADMINISTRATIVE FEE

A. Contractor shall submit a check, payable to the State of California, remitted to the Cooperative Agreement Unit for the calculated amount equal to one percent (0.01) of the sales for the quarterly period.

B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.

C. Administrative fee checks shall be submitted to:

State of California
Department of General Services, Procurement Division
Attention: Cooperative Agreement Program
707 3rd Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

D. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.

E. The administrative fee shall not be invoiced or charged to the ordering agency.

F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a purchasing entity.

G. Administrative fee checks are due for each quarter as follows:

JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

14. CONTRACT MANAGEMENT

A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor:	Carahsoft Technology Corp.
Name:	Jack Dixon
Phone:	703-230-7545
Fax:	703-871-8505
E-Mail:	naspo@carahsoft.com
Address:	1860 Michael Faraday Drive, Ste 100 Reston, VA 20190

B. The State Contract Administrator for this Participating Addendum shall be as follows:

Name:	Yolanda Tutt
Phone:	916.375.4408
Fax:	916.375.4663
E-Mail:	yolanda.tutt@dgs.ca.gov
Address:	State of California Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

C. Should the contact information for either party change, the party will provide written notice with updated information no later than ten business days after the change.

15. Termination of Agreement

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

16. Amendment

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

17. Agreement

A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, 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 Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, 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 Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

B. By signing below Contractor agrees to offer the same services as on the Utah NASPO ValuePoint Master Agreement Number AR2472, at prices equal to or lower than the prices on that contract.

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

STATE OF CALIFORNIA	CONTRACTOR
Department of General Services	Carahsoft Technology Corp.
Agency Name	*Contractor Name*
Rhonda Smith 9/15/2017	August 9, 2017
Signature of Authorized Signer *Date Signed*	*Signature of Authorized Signer* *Date Signed*
Ricardo Martinez, Acting Deputy Director	Ellen Lord, Contracts Manager
Printed Name and Title of Authorized Signer	*Printed Name and Title of Authorized Signer*
707 Third Street West Sacramento, CA 95605	1860 Michael Faraday Drive, Suite 100 Reston, VA 20190
Address	*Address*

Participating Addendum No.
Attachment A
Sheet 1 of 1

Contract Number:	
Contractor:	
Reporting Period:	
Report Value:	
Administrative Fee:	

Ordering Agency Full Name	State/Local Spend	Purchase Order / Service Contract Number	Order Date	Category ID	Manufacturer Part Number (OEM #)	Item Description	Unit of Measure	Quantity in Unit of Measure	Quantity	List Price/MSRP	Contract Unit Price	Extended Contract Price Paid	Index Date / Catalog Version