

PARTICIPATING ADDENDUM
NASPO ValuePoint
NASPO VALUEPOINT DATA COMMUNICATIONS PRODUCTS AND SERVICES
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Palo Alto Networks, Inc.
Master Agreement No: AR3229
(hereinafter "Contractor")
And
State of Nevada/99SWC-NV20-4627
(hereinafter "Participating State/Entity")

1. **Scope:** This addendum covers the Data Communications Products & Services Contract led by the State of Utah for use by state agencies and other entities located in the Participating State of Nevada authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. **Participation:** This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher education, political subdivisions and other entities authorized to use statewide contracts in the State of Nevada. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. **Participating State/Entity Modifications or Additions to Master Agreement:**
(These modifications or additions apply only to actions and relationships within the Participating Entity.)

Participating State/Entity to check one box.

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.

- 3.1 **LOCAL GOVERNMENTS:** Local governments (as defined in NRS §332.015) are intended third party beneficiaries of this contract and any local government may join or use this or any contract resulting from the underlying RFP subject to all terms and conditions thereof pursuant to NRS §332.195. The State is not liable for the obligations of any local government which joins or uses this or any contract resulting from this Participating Addendum.
- 3.2 **CUSTOMER FRIENDLY CATALOG:** Contractor utilizes a channel model to sell its products under this Agreement, and as such its distribution and reseller partners handle all price lists associated with this Agreement. Contractor shall direct its channel partners to develop, provide and maintain information to allow for online ordering capability through NevadaEPro. The Nevada Purchasing Division will work with the Contractor to determine whether a hosted or punchout platform is appropriate.
- 3.3 **ADMINISTRATIVE FEE:**

PARTICIPATING ADDENDUM
NASPO ValuePoint
NASPO VALUEPOINT DATA COMMUNICATIONS PRODUCTS AND SERVICES
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Palo Alto Networks, Inc.
Master Agreement No: AR3229
(hereinafter "Contractor")

And

State of Nevada/99SWC-NV20-4627
(hereinafter "Participating State/Entity")

- a. Contractor shall pay a quarterly administrative fee payable to the "State of Nevada Purchasing Division." The administrative fee is one percent (1%) and applies to all payments (net of returns, credits, or adjustments) received by the Contractor for all products and services provided under the contract during the quarter beginning the date of execution of this contract.
- b. Applicable administrative fees shall not be included on the invoice as an individual line item.
- c. All administrative fee payments shall include the contract number on any transmittal document. However, only one contract number must be entered on a transmittal document. If submitting an administrative fee payment for more than one contract, then a separate electronic payment and associated transmittal document must be submitted by the Contractor for each contract.
- d. The State will not issue an invoice for the administrative fee owed to the State. It is the responsibility of the Contractor to pay the administrative fee with no prompting from the State. Contractor shall pay the quarterly administrative fee within forty five (45) days of quarter end (refer to section below).
- e. Templates for the required quarterly reports listed below may be downloaded from the Purchasing Division website <http://purchasing.nv.gov/vendors/DBINV/>. Reports must be submitted via email to: NVQtlyReport@admin.nv.gov
- f. Nevada Purchasing Division Statewide Contract Quarterly Administrative Fee Report:

Contractor shall complete the Statewide Contract Quarterly Administrative Fee Report. The report shall identify total payments (minus returns and credits) received by the Contractor from state agencies, the university and community college system, the Legislative Counsel Bureau, political subdivisions, and other authorized entities that were made pursuant to the contract.

- g. Nevada Purchasing Division Statewide Contract Quarterly Usage Report:

Contractor shall complete the Statewide Contract Quarterly Usage Report to include at a minimum the data element information listed below:

Data Element	Description
--------------	-------------

PARTICIPATING ADDENDUM
NASPO ValuePoint
NASPO VALUEPOINT DATA COMMUNICATIONS PRODUCTS AND SERVICES
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Palo Alto Networks, Inc.
Master Agreement No: AR3229
(hereinafter "Contractor")

And

State of Nevada/99SWC-NV20-4627
(hereinafter "Participating State/Entity")

Customer Name	Name of entity making the purchase—if customer has multiple locations, please use the main entity name.
Customer Type	Indicate the type of entity making the purchase: S=State Agency E=University and Community College P=Political Subdivision O=Other Entity
PO # or Other Authorization Type	Number provided by the customer to authorize the purchase. If purchase was made with a credit card enter P-Card.
Purchase Description	Description of the product or service purchased
Quantity	Quantities (excluding returns) of products delivered—enter a quantity of one (1) for a service.
Unit Price	Unit price charged (excluding credits) for the product or service purchased.
Total Cost	Total cost of the purchase—quantity delivered x unit price charged.

h. Fee Payment and Report Schedule:

Contractor shall pay the administrative fee quarterly, if owed, and provide the Quarterly Administrative Fee & Usage Report to the Purchasing Division even if no payments are made in a quarter in accordance with the following schedule:

Period End	Report Due
March 31	May 15
June 30	August 14
September 30	November 14
December 31	February 14

i. Report Modifications:

The Purchasing Division reserves the right to modify the requested format and contents of the Quarterly Administrative Fee & Usage Report by providing thirty (30) calendar days written notice to the Contractor. The Purchasing Division may unilaterally amend the contract, with (30) calendar days written notice to the Contractor to change the timing for submission of the Quarterly Administrative Fee & Usage Report. Contractor understands

PARTICIPATING ADDENDUM
NASPO ValuePoint
NASPO VALUEPOINT DATA COMMUNICATIONS PRODUCTS AND SERVICES
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Palo Alto Networks, Inc.
Master Agreement No: AR3229
(hereinafter "Contractor")

And

State of Nevada/99SWC-NV20-4627
(hereinafter "Participating State/Entity")

and agree that if such an amendment is issued by the Purchasing Division, Contractor shall comply with all contractual terms, as amended.

j. Timely Reports and Fees:

If the quarterly administrative fee is not paid and quarterly report is not received by forty five (45) calendar days of quarter end, then the Contractor will be in material breach of this contract.

- 3.4 **Orders:** Any Order placed by a Participating Entity or Purchasing Entity for a Product 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.

Purchasers may place orders directly only through Contractor's approved Fulfillment Partners or through Contractor for products as authorized under this Participating Addendum. Only those Fulfillment Partners approved and listed during the term of Participating Addendum at Contractor's website are authorized to directly provide quotes, receive purchase orders, invoice Customers, and receive payment from purchasers on Contractor's behalf.

Except as otherwise set forth in the qualifying criteria, Contractor will not, directly or indirectly, restrict any Fulfillment Partner's participation or ability to quote pricing for a Customer. The approved Fulfillment Partners will not offer less favorable pricing discounts than the contract discounts established by Contractor under the Master Agreement. However, the Fulfillment Partner may offer any additional incremental discounts to Participating State/Entity, and such additional discounts if offered, may be provided in the discretion and as the sole legal obligation of the approved Fulfillment Partner to the Participating State/Entity.

The Master Agreement number AR3229 and the State Contract Number 99SWC-NV20-4627 must appear on every Purchase Order placed under this Participating Addendum.

- 3.5 **Product & Services Offering:** The full suite of product offerings available under the Master Agreement may be procured under this Participating Addendum. Product offering categories include: **Routers, Switches, Security and Networking Storage**. Third party products, intended to increase or enhance the functionality of the manufacturer's equipment, must be purchased in conjunction with products offered under this agreement only; standalone purchases of third-party products are prohibited.

PARTICIPATING ADDENDUM
NASPO ValuePoint
NASPO VALUEPOINT DATA COMMUNICATIONS PRODUCTS AND SERVICES
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Palo Alto Networks, Inc.
Master Agreement No: AR3229
(hereinafter "Contractor")

And

State of Nevada/99SWC-NV20-4627
(hereinafter "Participating State/Entity")

- 3.6 **Purchase Orders:** Orders \$5,000.00 and over for Nevada State Agencies will be placed by formal purchase order issued by the Nevada State Purchasing Division. All orders will be shipped promptly in accordance with delivery guarantee and invoices shall be submitted to Nevada State Purchasing for payment. Invoices and all correspondence related to an individual order will reflect the purchase order number issued by the Nevada State Purchasing Division. Orders under \$5,000.00 may be purchased direct by the using agency.
- 3.7 **Jurisdiction and Venue:** This Contract, its amendments and supplements thereto, shall be governed by the laws of the State of Nevada. Venue for all legal proceedings arising out of the Contract, or breach thereof, shall be in the State or Federal Court with competent jurisdiction in Carson City, Nevada.
- 3.8 **Termination of the Participating Addendum:** This Participating Addendum may be canceled by the State of Nevada, Purchasing Division at any time, with or without cause, upon 30 days written notice to the contract vendor. In the event the contract vendor is in default, the contract is subject to immediate cancellation to the extent allowable by applicable law. In the event of such a cancellation, the contract vendor shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed and accepted. This Participating Addendum may be canceled by the contract vendor upon 60 days written notice to the State of Nevada, Purchasing Division.
- 3.9 **Services:** All **onsite** services such as installation, de-installation, training or ongoing maintenance, excluding warranty and break/fix support, requested by State agencies will require the implementation of an Independent Contract for Services per NRS 333, NAC 333 and SAM 0300.
- 3.10 **Delivery:** Contractor's channel partners are responsible for delivery of the products. In the event Contractor undertakes delivery itself, it will use commercially reasonable efforts to ship all orders designated for shipment within 30 days for all products. Shipping terms are FOB destination, shipping and handling prepaid by the Contractor. All sales are final except as provided in Contractor's Limited Warranty. Contractor only permits the return of un-opened products due to Contractor's shipping or order processing error, or damage in transit. No other returns are authorized under the Master Agreement.
- 3.11 **Payment:** Payment is net forty-five (45) days from invoice date. If, at any time, Purchaser is delinquent in payment, Contractor may, without prejudice to other rights, withhold shipment (including partial shipments) of any order. Any sum not paid by Purchaser when due shall bear

PARTICIPATING ADDENDUM
NASPO ValuePoint
NASPO VALUEPOINT DATA COMMUNICATIONS PRODUCTS AND SERVICES
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Palo Alto Networks, Inc.
Master Agreement No: AR3229
(hereinafter "Contractor")

And

State of Nevada/99SWC-NV20-4627
(hereinafter "Participating State/Entity")

interest until paid at a rate of 1 percent per month (12 percent per annum) or the maximum legal rate, whichever is less.

- 3.12 **Evaluation Equipment:** If the contractor, by mutual agreement with the Participating Entity, wishes to allow the use of equipment for the purposes of evaluation prior to purchase, these "try and buy" acquisitions must be approved in writing by the Purchasing Division **prior** to the evaluation period per SAM 1511.0 (5). Final purchases of the equipment shall comply with the terms of the Master Price Agreement and Participating Addendum.
- 3.13 **Lease Agreements:** Lease agreement terms and conditions have **not** been approved for use by Purchasing Entities under this Participating Addendum. Lease financing **may** be allowable separately under the terms and conditions of the capital lease financing arrangement with Cisco Capital, or its designated and/or approved financing partner, as negotiated and agreed to by the using entity, the State of Nevada Attorney General's Office and approval by the Board of Examiners, as applicable.
4. **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:	669-261-5126
Fax:	
Email:	racheampon@paloaltonetworks.com

Participating Entity

Name:	Marti Marsh
Address:	515 E. Musser St., Room 300, Carson City, NV 89701
Telephone:	775-684-0180
Fax:	775-684-0188
Email:	mmarsh@admin.nv.gov

5. **Subcontractors:** All contractors, dealers, and resellers authorized for the State of Nevada as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to Purchasing Entities in the NASPO ValuePoint Master Agreement. The contractor's Fulfillment Partners participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

PARTICIPATING ADDENDUM
NASPO ValuePoint
NASPO VALUEPOINT DATA COMMUNICATIONS PRODUCTS AND SERVICES
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Palo Alto Networks, Inc.
Master Agreement No: AR3229
(hereinafter "Contractor")
And
State of Nevada/99SWC-NV20-4627
(hereinafter "Participating State/Entity")


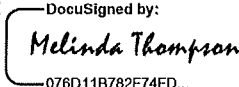
Subject to approval of the Participating State/Entity, and at the sole discretion of Contractor, Contractor may add Fulfillment Partners at any time during the term of this Participating Addendum. Contractor may designate a minimum or maximum number of Fulfillment Partners to provide sales and services support. Contractor, in its sole discretion, is not required to add Fulfillment Partners. Notwithstanding the foregoing, Contractor may remove, at its sole discretion, upon ten (10) business days advance written notice, any Fulfillment Partner who does not meet Contractor's established qualifying criteria, or where the addition of the Fulfillment Partner would violate any state or federal law or regulation.]

6. **Term:** The term of this Participating Addendum shall begin on the date of last signature below. The term shall continue for a period ending on the Termination Date of the Master Agreement, as amended, or when this Participating Addendum is terminated in accordance with the Master Agreement, whichever shall occur first.
7. **Notices:** Notwithstanding anything contained in the Master Agreement to the contrary, all notices required or permitted under this Participating Addendum will be in writing and will be deemed given: (a) when delivered personally; (b) when sent by confirmed facsimile or electronic mail (in the case of Cisco to Agreement-notice@cisco.com); (c) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt. All communications will be sent to the addresses set forth Section 3 of this Participating Addendum (and notices to Cisco shall be further addressed to the Office of the General Counsel, Attn: Contract Notice) or such other address as may be designated by a party by giving written notice to the other party pursuant to this paragraph, or, in the absence of such an address from Customer, to the address to which the last invoice under this Participating Addendum was sent before notice is served.
8. **Entire Agreement:** This Participating Addendum and the Master Agreement (including all amendments and attachments thereto) constitute the entire agreement between the parties concerning the subject matter of this Participating Addendum and replaces any prior oral or written communications between the parties, all of which are excluded. There are no conditions, understandings, agreements, representations or warranties, expressed or implied, that are not specified herein. This Participating Addendum may be modified only by a written document executed by the parties hereto.

PARTICIPATING ADDENDUM
NASPO ValuePoint
NASPO VALUEPOINT DATA COMMUNICATIONS PRODUCTS AND SERVICES
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Palo Alto Networks, Inc.
Master Agreement No: AR3229
(hereinafter "Contractor")
And
State of Nevada/99SWC-NV20-4627
(hereinafter "Participating State/Entity")

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

Participating State: Nevada	Contractor: Palo Alto Networks, Inc.
By: 	By:  -076D11B782F74FD...
Name: Kevin D. Doty	Name: Melinda Thompson
Title: Administrator	Title: VP, Deputy GC
Date: 4/24/2020	Date: Mar-18-2020



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

Certificate Of Completion

Envelope Id: F6599EA2CDE644739CAADA5C847B28CF

Status: Completed

Subject: Please review and sign the document

fcorgid: 00D7000000861EAI

Source Envelope:

Document Pages: 8

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 0

Matt Whipkey

AutoNav: Enabled

3000 Tannery Way

Envelopeld Stamping: Enabled

Santa Clara, CA 95054-1211

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

mwhipkey@paloaltonetworks.com

IP Address: 136.147.46.8

Record Tracking

Status: Original

Holder: Matt Whipkey

Location: DocuSign

3/18/2020 10:47:29 AM

mwhipkey@paloaltonetworks.com

Signer Events

Melinda Thompson

mthompson@paloaltonetworks.com

VP, Deputy GC

Palo Alto Networks, Inc.

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 076D11B782F74FD...

Signature Adoption: Pre-selected Style

Using IP Address: 67.180.244.141

Signed using mobile

Timestamp

Sent: 3/18/2020 10:48:21 AM

Viewed: 3/18/2020 10:49:17 AM

Signed: 3/18/2020 10:49:27 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

3/18/2020 10:48:21 AM

Certified Delivered

Security Checked

3/18/2020 10:49:17 AM

Signing Complete

Security Checked

3/18/2020 10:49:27 AM

Completed

Security Checked

3/18/2020 10:49:27 AM

Payment Events

Status

Timestamps