

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

MASTER AGREEMENT
Master Agreement No: MNWNC-109
EMC Corporation
(Hereinafter "Contractor")
And
The State of Rhode Island
(Hereinafter "Participating State/Entity")

(STATE OF RHODE ISLAND/Contract #3447395)

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.

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

- 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, as appropriate for the specific leasing opportunity. 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. 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, as applicable for the type of work being performed. If any equipment is financed and/or obtained via a lease agreement Contractor shall carry an all risk property insurance naming the State of Rhode Island as a 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, and provide Contractor notice of such limitation for those entities with MAXIMUM purchase amounts.

- 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 a State or U.S. District Court in Rhode Island. Further Contractor hereby specifically acknowledges and accepts the personal jurisdiction of said court(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	Kristine French
Address	2999 Douglas Blvd., Ste. 275 Roseville, CA 95661
Telephone	877-598-4915
Fax	888-580-6069
E-mail	kristine.french@emc.com

Participating Entity

Name	David A. Cadoret, Division of Purchases, State of Rhode Island
Address	1 Capitol Hill, Providence, RI 02908
Telephone	401-574-8131
Fax	401-574-8387
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.

7. **Terms:** The Participating State/Entity is agreeing to the terms and conditions of the Master Price Agreement ("MPA") only to the extent said terms and conditions 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. **Participating Addendum:** To the extent applicable, this Participating Addendum is effective and will replace and supersede the existing Participating Addendum between Contractor and Participating State/Entity under Master Price Agreement/Minnesota WSCA-NASPO, Number 3227210, as of the first business day of the month following the full execution of this Participating Addendum below or June 1, 2015, whichever is later.

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

Participating State: <i>Rhode Island</i>	Contractor:
By: <i>Nancy R. McIndy</i>	By: <i>Joseph F. Spaniol II</i>
Name: <i>Nancy R. McIndy</i>	Name: <i>Joseph F. Spaniol II</i>
Title: <i>Purchasing Agent</i>	Title: <i>Vice President, Federal and Public Sector Contracts</i>
Date: <i>12/22/15</i>	Date: <i>12/11/15</i>

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 data bases]