

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

MASTER AGREEMENT

Master Agreement No: MNWNC-113
Hitachi Data Systems Corporation
(hereinafter “Contract Vendor” or “HDS”)

And

[Insert Participating State]

(hereinafter “Participating State” or “Participating Entity”)

Participating State Agreement No: _____

1. **Scope:** This Participating Addendum allows for purchase of the following Computer Equipment/Services: Storage and Servers and related Services 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 that are authorized by that Participating State’s statutes to utilize state entity contracts, and which receive prior written approval of the Participating State’s chief procurement official.

The original solicitation contains the requirements and definitions establishing the 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. Any capitalized terms not defined in this Participating Addendum shall have the meaning set forth in the Master Agreement.

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 **state/entity** 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:**

- A. This Participating Addendum; this 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 NASPO ValuePoint Master Agreement;
- B. Minnesota NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions);
- C. The Solicitation including all Addendums; and
- D. Contract Vendor’s response 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

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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. The solicitation language prevails unless a mutually agreed exception has been negotiated.

4. Participating State Modifications or Additions to Master Agreement:

(Other modifications or additions apply only to actions and relationships within the Participating Entity.)

- A. Notwithstanding the definition of "Services" in the WSCA Master Price Agreement, Contract Vendor shall provide Installation Services, Warranty Services, and Maintenance and Support Services in accordance with and as defined in the "Warranty and Maintenance and Support Terms" located at www.hds.com/legal ("WMS Terms"). After the end of the Warranty Period, the Purchasing Entity will receive Maintenance and Support Services during the Initial Service Period only if the Maintenance and Support Services are paid in full. The Maintenance and Support Services will be automatically renewed for successive Renewal Service Periods unless the Contract Vendor is advised in writing at least 30 days prior to the then-current Renewal Service Period expires that the Maintenance and Support Services will be cancelled.
- B. For clarity, any Orders that contain both Products and Maintenance and Support Services for the associated Product will be invoiced to the Purchasing Entity upon shipment of the Product, and the Purchasing Entity will be obligated to pay those invoices in full within 30 days of invoice receipt.
- C. The dollar limits below are established for a single computer Configuration, defined as the combination of Storage or Server hardware along with (if applicable) Software that comprise a single functioning computer system. The limits below do not restrict the number of Configurations of either Storage or Server systems that may be purchased.

Storage system:	\$1,000,000
Server system:	\$750,000

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

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Contract Vendor

Name	Chris Minassian
Address	500 Park Blvd, Suite 300, Itasca, IL 60143
Telephone	630-875-4370
Fax	
E-mail	hds-wsca@hds.com

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Participating Entity

Name	
Address	
Telephone	
Fax	
E-mail	

6. Partner Utilization: Each state represented by NASPO ValuePoint participating in this Master Agreement independently have the option of utilizing Partners. Only Partners approved by this Participating State may be deployed. The Participating State will define the process to add and remove Partners and may define the Partner's role in their participating addendum. The Contract Vendor's Partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. Approved partners are: All Contract Vendor authorized channel Partners listed on the state's landing page on the website www.hds.com/wsca.

7. Terms: The Participating State/Entity is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable law.

8. 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. Each Order must reference Master Agreement No. MNWNC-113 and Participating State's Agreement No. _____.

The vendor to be listed on any Order is to be:

HDS if HDS directly issued the quotation against which the Order is being placed,

OR

The authorized HDS business partner that issued the quotation against which the Order is being placed.

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All Orders, whether showing the vendor to be HDS or an authorized HDS business partner, are to be sent to:

HDS-WSCA@hds.com.

Invoices will be issued to the Purchasing Entity by the vendor shown on the Order, and Purchasing Entity's payment will be to that vendor.

9. Leasing: Leasing is not authorized under this Participating Addendum.

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

Participating State:	Contract Vendor:
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

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]