**PARTICIPATING ADDENDUM**

[hereinafter "Addendum"]

For

**WSCA/NASPO PC Contracts 2009-2014**
**COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES**
**MASTER PRICE AGREEMENT NUMBER B27179**

Between

Xiotech Corporation

[hereinafter "Contractor"]

and

State of South Dakota

[hereinafter "Participating State"]

State of South Dakota Contract Number 15735



## 1. Scope

This Addendum covers the WSCA/NASPO PC Contracts 2009-2014 (Computer Equipment, Peripherals and Related Services) lead by the State of Minnesota for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts.

Eligible participants in this agreement include all agencies, institutions, officers, boards, commissions and public universities of the State of South Dakota, and all political subdivisions of the State, including counties, municipalities and public school corporations within the State of South Dakota.

All purchases made from this price agreement by agencies, institutions, public universities, officers, boards or commissions of the State of South Dakota must be routed through the Office of Procurement Management or as directed by the Bureau of Administration. A purchase order issued by the Office of Procurement Management will authorize the purchase.

Political subdivisions of the State of South Dakota may purchase directly from the Contractor according to their own procurement procedures.

The Contractor may, at the Contractor's discretion, extend pricing from this agreement to Indian tribal governments and non-profit organizations in South Dakota. Any sales made to Indian tribes and non-profit organizations from this agreement shall be included in any required reports and shall be subject to the WSCA administrative fee.

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## 2. Participation

Use of specific WSCA/NASPO cooperative contract by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the 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. Changes:

No Changes Are Required

## 4. Continuation of Participation from WSCA/NASPO PC Contracts 2004-2009:

Not Applicable

## 5. Lease Agreements

No Leasing Is Authorized Under this Addendum.

## 6. Primary Contacts

The primary government contact individuals for this Addendum are as follows (or their named successors):

Lead State

| | |
|---|---|
| Name: | Bernadette Kopischke |
| Address: | 50 Sherburne Ave., 112 Admin Bldg, St Paul, MN 55155 |
| Telephone: | (651) 201-2450 |
| Fax: | (651) 297-3996 |
| E-mail: | bernie.kopischke@state.mn.us |

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Contractor

| | |
|---|---|
| Name: | Mary A. Reuss |
| Address: | 6455 Flying Cloud Drive, Eden Prairie, MN 55344 |
| Telephone: | (952) 983-2435 |
| Fax; | (952) 983-6950 |
| Cell: | (612) 419-1016 |
| E-mail: | mary_reuss@xiotech.com |

Participating State

| | |
|---|---|
| Name: | Jeff T. Holden, Procurement Director |
| Address: | 523 E. Capitol Avenue, Pierre, SD 57501 |
| Telephone: | 605-773-4280 |
| Fax: | 605-773-4840 |
| E-mail: | jeff.holden@state.sd.us |

**7. Servicing Subcontractors:**

Xiotech is not proposing any Subcontractors at this time, but reserve the right to add Subcontractors who are part of Xiotech's Channel (Reseller) Program at a later date, upon execution of an addendum to the Participating Addendum.

All orders are to be issued directly to: Xiotech Corporation, 6455 Flying Cloud Drive, Eden Prairie, MN 55344

And all payments are to be issued to: Xiotech Corporation, Dept. Ch. 17326, Palatine, IL 60055-7326

**8. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"):** If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is

aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

**All purchase orders issued by purchasing entities with the jurisdiction of this Addendum must include the Participating State contract number: 15735; and the Master Price Agreement Number: B27179.**

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

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

**Signatures as required by State Statutes, Rules or Policies**

| **State of South Dakota** | | **Xiotech Corporation** | |
|---|---|---|---|
| **By:** | Jeff T. Holden | **By:** | Mark Lang |
| **Name:** | **Jeff T. Holden** | **Name:** | Mark Lang |
| **Title:** | **Director** | **Title:** | CFO |
| **Date:** | **August 7, 2009** | **Date:** | 8/10/2009 |