

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-20
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Brocade
Master Agreement No: AR214
(hereinafter "Contractor")

And

State of South Dakota
State Contract Number: 16624
(hereinafter "Participating State/Entity")

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1. Scope: This addendum covers the Data Communications Products and Services 14-20 contracts led by the State of Utah for use by state agencies and other entities located in the Participating **State/Entity** authorized by that state's statutes to utilize **state/entity** contracts with the prior approval of the state's chief procurement official.

2. Participation: Use of specific WSCA-NASPO 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.

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 state agency purchases from this agreement must be processed through the Bureau of Administration, Office of Procurement Management (OPM). Moratorium exemption approval from the Bureau of Information and Telecommunications (BIT) is required. A purchase order issued by OPM will authorize state agency purchases from this agreement.

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.

3. Participating State Modifications or Additions to Master Agreement:

Assignment of Antitrust Claims; The Contractor hereby agrees to convey, assign and transfer to the State of South Dakota all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States, 15 U.S.C.A. §1, et seq. (1973), and under the antitrust laws of the State of South Dakota,

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4. Acquisition Options: Equipment lease agreement terms and conditions have been approved in the Master Agreement. Brocade is offering agencies 2 options to acquire a network:

- A. Brocade Network Subscription: a unique "As-a-Service" acquisition plan that offers agencies:
- Pay-as-you-go network manageability for rapid provisioning and dynamic scaling capability to optimize resource utilization using OpEx dollars.
 - Unlimited upgradability with flexible, risk-free terms that allow you to refresh the network footprint at any time to exploit technology advancements and adjust to ever emerging standards.
 - No upfront capital investment is required; no long-term commitments or end-of-lease considerations to manage

In summary, Brocade Network Subscription is a solution that works today and offers agencies limitless flexibility to shift to fit the requirements of tomorrow. For more information go to www.NoNetworkCapEx.com.

- B. Brocade Lease Plans: Utilizing either CapEx or OpEx dollars, Brocade can structure traditional lease options such as Fair Market Value, \$1 Buyout Leases, and Municipal Leases (for qualified tax-exempt agencies). Term options range from 24-60 months. We can further customize payment streams to match variable annual budget requirements, as well as provide monthly, quarterly or annual payment options, deferred payment structures or custom step/skip payment options are also available.

Executing a Brocade Network Subscription or Lease agreement is simple and straight forward:

- Work with your Brocade Sales Rep to determine the equipment and services you want and your preferred financing option.
- Send the configuration and total price into Brocade Capital for a quote. Standard credit guidelines apply.
- Upon agreement of terms, Brocade will provide an agreement and a payment schedule for your review and approval. When documentation is fully executed, equipment is shipped.

4a Terms and Conditions of the Capital Lease Financing Arrangement. The terms and conditions of the capital lease financing arrangement will be separately negotiated and set forth in an

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agreement between the purchaser and either Brocade Capital or its designated and/or approved financing partner.

4b No Obligation to use Leasing or Brocade Network Subscription (BNS). There are no obligations for any WSCA-NASPO entity to use leasing or BNS to acquire equipment under this agreement.

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

Contractor

Name	Tania Craythorne
Address	130 Holger Way, San Jose, CA 95134
Telephone	(408) 333-6226
Fax	
E-mail	SLEDTeam@brocade.com

Participating Entity

Name	Chuck Clark
Address	South Dakota Office of Procurement Management 523 East Capitol Ave Pierre, SD 57501
Telephone	(605) 773-4276
Fax	(605) 773-4840
E-mail	Chuck.Clark@state.sd.us

6. Subcontractors: All [contractor] dealers and resellers authorized in the State of State of South Dakota, as shown on the dedicated [contractor] (cooperative contract) website, are approved to provide sales and service support to participants in the WSCA-NASPO Master Price Agreement. The [contractors] dealer's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. 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

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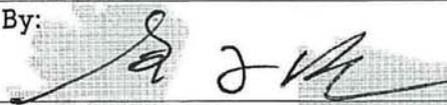
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Order agree in writing that another contract or agreement applies to such Order.

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

Participating State: State of South Dakota	Contractor: Brocade Communications Systems, Inc.
By: 	By: 
Name: Steven L. Berg	Name: Mark Nasiff
Title: Procurement Director	Title: VP, WW Sales Operations
Date: 5/19/2014	Date: May 20, 2014

[Additional signatures as required by Participating State]

For questions on executing a participating addendum, please contact:

WSCA-NASPO

Cooperative Development Coordinator	Paul Stembler
Telephone	651-206-3858
E-mail	pstembler@wsca-naspo.org

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

BROCADE LEGAL

By AC
Date 5-19-14

