

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota

MASTER AGREEMENT
Master Agreement No: MNWNC-124
Panasonic System Communications Company of North America
And
State of Oklahoma by and through the Office of Management and Enterprise Services

THIS PARTICIPATING ADDENDUM (this "Addendum") is entered into effective as of December 8, 2015 (the "Effective Date") by and between the State of Oklahoma by and through the Office of Management and Enterprise Services (the "State of Oklahoma" or "Participating State") and Panasonic System Communications Company of North America ("Contractor"). The State of Oklahoma and Contractor are sometimes collectively referred to herein as the "Parties." Capitalized terms used but not defined herein have the meanings ascribed to such terms in that certain Master Agreement Award among the State of Minnesota ("Lead State"), Contractor, and those states entering into a Participating Addendum thereto (the "Master Agreement").

WHEREAS, the Master Agreement is further identified as Master Agreement NO. MNWNC-124, and is effective April 1, 2015 through March 31, 2017 (the Effective Date through March 31, 2017, is referred to herein as the "Effective Period").

WHEREAS, the Master Agreement contemplates that all authorized entities in any state are welcome to use the Master Agreement through WSCA-NASPO Cooperative Procurement Program (WSCA-NASPO) with the approval of such state's chief procurement official and provides that any such state reserves the right to add state-specific terms and conditions and modify the scope of the contract in such state's Participating Addendum as allowed by the Master Agreement; and

WHEREAS, this Addendum is the State of Oklahoma's Participating Addendum contemplated by the Master Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Scope:** This addendum allows for purchase of the following Computer Equipment/Services: Any and all Products and Services led by the Lead State 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 state's statutes to utilize state contracts, and which receive 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, and the Master Agreement identifies the bands awarded to the Contractor, i.e., Band 2: Laptop and Band 3: Tablet. The configuration limits and restrictions for the Master Agreement are provided with revisions identified by the Participating State in this Participating Addendum.

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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 contracts are subject to the prior approval of the respective state chief procurement official. Notwithstanding anything to the contrary in the Master Agreement, all issues of interpretation and eligibility for participation are solely within the authority of the state's chief procurement official.

3. Participating State's Modifications and Additions to the Master Agreement:

A. Notices

Master Agreement Terms and Conditions, Section A. General Terms, Conditions and Instructions, Sub-section 15: Notices is hereby modified to add the following provision:

If a party is to give notice under the Participating Addendum, all notices to the State of Oklahoma shall be addressed as follows:

If sent to the State of Oklahoma:
James L. Reese, II
Chief Information Officer
3115 N. Lincoln Boulevard
Oklahoma City, Oklahoma 73105

With a copy to:
ISD Deputy General Counsel
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

B. Administrative Fees

Master Agreement Terms and Conditions, Section B. WSCA-NASPO Terms and Conditions, Sub-section 1. Administrative Fees is hereby modified to add the following provision:

For Oklahoma-based Purchasing Entities, Contractor agrees to submit a Contract Usage Report to the State of Oklahoma on a quarterly basis. "Contract Usage Report" shall include the following: (i) the applicable state contract number; (ii) report amount(s); (iii) reporting period covered; and (iv) the applicable state agency name(s). Contract Usage Reports shall also

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include usage of the Participating Addendum by any other governmental entities (i.e. county, city, etc.). Continuous failure to submit Contract Usage Reports as required herein may result in termination of the Participating Addendum.

All Contract Usage Reports shall meet the following criteria:

- a) Must be submitted electronically in Microsoft Excel format.
- b) Reports shall be submitted quarterly regardless whether this Addendum has been used during the applicable quarterly reporting period.
- c) Quarterly reporting periods
 - a. January 01 through March 31, due April 30
 - b. April 01 through June 30, due July 31
 - c. July 01 through September 30, due October 31
 - d. October 01 through December 31, due January 31

All Contact Usage Reports shall be delivered to:

E-mail: strategic.sourcing@omes.ok.gov

For Oklahoma-based Purchasing Entities, the State of Oklahoma assesses an administrative fee in the sum of one percent (1%) on all net sales transacted by any Purchasing Entity under the Participating Addendum (the "Oklahoma Admin Fee").

Contractor shall submit the Oklahoma Admin Fee on a quarterly basis. Failure to remit the Oklahoma Admin Fee quarterly may result in cancellation of the Participating Addendum. Oklahoma Admin Fees shall not be reflected as a separate line item in Contractor's billing to participating state agencies and authorized users.

Payment of the Oklahoma Admin Fee shall be made via company check payable to OMES within thirty (30) calendar days from the completion of the applicable quarterly reporting period set forth above.

Contractor agrees to notify OMES-ISD Procurement via the email address set forth below twenty-four (24) hours in advance of Contractor's submitting payment of the Oklahoma Admin Fee.

To ensure payment is properly accounted for, Contractor shall identify payment in the applicable Contract Usage Report as an "Administrative Fee" and shall include the following information: (i) the applicable state contract number, (ii) Oklahoma Admin Fee amount(s)

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paid, and (ii) the applicable quarterly reporting period.

Oklahoma Admin Fees shall be mailed to:
Office of Management and Enterprise Services
Attention: Accounts Receivable
5005 N. Lincoln Boulevard, Suite 200
Oklahoma City, OK 73105

C. Assignment/Subcontract

Master Agreement Terms and Conditions, Section B. WSCA-NASPO Terms and Conditions, Sub-section 5. Assignment/Subcontract is hereby modified to add the following provision:

Contractor may not subcontract or delegate the performance of its obligations under this Addendum in whole or in part, or any rights, duties, obligations or liabilities under this Addendum, by operation of law or otherwise, without the prior written consent of Participating State. The applicable Purchasing Entity further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance or misconduct, or for other similar reasons. Contractor agrees to discuss any subcontractor issues promptly as they arise with the Purchasing Entity. Notwithstanding anything to the contrary herein, if Contractor utilizes subcontractors, Contractor shall remain responsible for its obligations under the terms of this Addendum.

D. Cancellation for Non-appropriation of Funds

Master Agreement Terms and Conditions, Section B. WSCA-NASPO Terms and Conditions, Sub-section 6. Cancellation is hereby modified to add the following provision:

With respect to all Oklahoma-based transactions and all Oklahoma-based Purchasing Entities, Participating State may terminate any order if funds sufficient to pay its obligations under the Participating Addendum are not appropriated by the applicable state legislature, federal government or other appropriate government entity or received from an intended third party funding source. In the event of such insufficiency, Participating State shall provide ten (10) calendar days' written notice of intent to terminate. Notwithstanding the foregoing, if a Purchasing Entity issues an order and has accepted the products and/or services under such order, the Purchasing Entity shall be obligated to pay for such products

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and/or services. In the event of termination of an order as provided in the foregoing, Participating State shall not be considered to be in default or breach under the Participating Addendum nor under the Master Agreement, nor shall it be liable for any further payments ordinarily due under, with respect to, related to, or arising out of such order, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

E. Delivery

Master Agreement Terms and Conditions, Section B. WSCA-NASPO Terms and Conditions, Sub-section 10. Delivery is hereby modified to add the following provision:

With respect to all Oklahoma-based transactions and all Oklahoma-based Purchasing Entities, Contractor acknowledges and agrees that, pursuant to Okla. Stat. tit. 74, § 85.40, Oklahoma Purchasing Entities shall not pay Contractor any travel expenses in addition to the total price of the products and/or services purchased; therefore, Contractor shall not invoice Oklahoma-based Purchasing Entities for any travel expenses in addition to the total price of the products and/or services purchased hereunder.

F. Force Majeure

Master Agreement Terms and Conditions, Section B. WSCA-NASPO Terms and Conditions, Sub-section 11. Force Majeure is hereby modified to add the following provision:

With respect to all Oklahoma-based transactions and all Oklahoma-based Purchasing Entities as well as Contractor's obligations thereto, for the avoidance of doubt, the definition of force majeure shall not include, or be related to, the following occurrences:

- a. Late delivery of equipment, supplies, or materials or any oversold condition of the market; or
- b. Inability of either the Contractor or approved subcontractor to acquire or maintain any required insurance, bond, license, or permit.

If any party is delayed by an event of force majeure, said party shall promptly provide written notice of the onset of such event to the other party. The party claiming delay and/or non-performance due to such event of force majeure shall use its best efforts to continue performance to the extent possible during such event and shall resume full performance as

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soon as reasonably practicable.

G. Governing Law

Master Agreement Terms and Conditions Section B. WSCA-NASPO Terms and Conditions, Sub-section 12. Governing Law is hereby modified to add the following provision:

With respect to Oklahoma-based transactions and Purchasing Entities, any claims, disputes, or litigation relating to or arising out of the Master Agreement, Purchasing Addendum, or any other document related thereto (collectively, the "Contract Documents"), singularly or in the aggregate, or the execution, interpretation, performance, or enforcement thereof shall be governed by the laws of the State of Oklahoma without regard to application of choice of law principles.

Venue for any action, claim, dispute, or litigation relating in any way to or arising out of the Contract Documents shall be in Oklahoma County, Oklahoma.

H. Laws and Regulations

Master Agreement Terms and Conditions Section B. WSCA-NASPO Terms and Conditions, Sub-section 18. Laws and Regulations is hereby replaced in its entirety with:

For Oklahoma-based transactions and Purchasing Entities, in connection with its performance of obligations under the terms of the Participating Addendum and this Master Agreement, the Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances and orders, as amended, that are, by their terms, expressly applicable to Contractor's delivery of products and/or services under the Participating Addendum and this Master Agreement and impose obligations upon Contractor in its role as an information technology products and services provider, including, but not limited to, the following:

- a) Drug-Free Workplace Act of 1988 and as implemented at 45 C.F.R. part 76, Subpart F;
- b) Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use under nonexempt Federal contract, grant or loans of facilities included on the EPA List of Violating Facilities;
- c) Title VII of the 1964 Civil Rights Act, Title IX of the Education Amendment of 1972,

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Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990 and Executive Orders 11246 and 11375; and

- d) Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93.

Without limiting the generality of the foregoing, the Contractor shall, at all times from the Effective Date and during the Effective Period, be registered as a business entity licensed to do business in the State of Oklahoma, have obtained and shall maintain a sales tax permit in the State of Oklahoma, and shall be current on all franchise- and/or other business-tax payments to the State of Oklahoma, as applicable.

I. Payment

Master Agreement Terms and Conditions Section B. WSCA-NASPO Terms and Conditions, Sub-section 24 Payment is hereby modified to add the following provision:

As applicable, the Parties shall comply with applicable Oklahoma law with respect to invoicing and making payments hereunder. Payments for goods and services are generally due thirty (30) days after receipt of a proper invoice; provided, however, Contractor acknowledges and agrees that payment received in accordance with applicable Oklahoma law allowing forty-five (45) days to pay Contractor shall not constitute default hereunder nor entitle Contractor to late payment fees or interest. Any applicable late fees or interest incurred after forty-five (45) days of nonpayment shall be paid only in accordance with Oklahoma law.

J. Records Administration and Audit

Master Agreement Terms and Conditions Section B. WSCA-NASPO Terms and Conditions, Sub-section 26. Records Administration and Audit is hereby modified to add the following provision:

For Oklahoma-based Purchasing Entities, as used in this clause, "records" includes invoices, statements of work, purchase order records, and such other relevant documents, regardless of whether such items are in written form, in the form of computer data, or in any other form. By accepting any purchase order from any Purchasing Entity hereunder, Contractor acknowledges and agrees that any pertinent state or federal agency shall have the right to examine and audit all records relevant to execution and performance of the

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Participating Addendum and this Master Agreement.

Contractor is required to retain records relative to the Participating Addendum and this Master Agreement for the duration of the Effective Period and for a period of seven (7) years following completion and/or termination of this Participating Addendum. If an audit, litigation, or other action involving such records is started before the end of such seven-year period, the records are required to be maintained for two (2) years from the date that all issues relating to or arising out of the action are resolved, or until the end of such seven (7) year retention period, whichever is later.

K. Accessibility Standards

Master Agreement Terms and Conditions Section C. Minnesota Terms and Conditions, Sub-section 2. Accessibility Standards is hereby replaced with the following provision:

For Oklahoma-based Purchasing Entities, Contractor shall comply with federal and state laws, rules and regulations related to information technology accessibility, as applicable to Contractor Vendor as the provider of information technology products and services under the Participating Addendum and this Master Agreement, including but not limited to Oklahoma Information Technology Accessibility Standards ("Standards") set forth at http://www.ok.gov/cio/documents/isd_itas.pdf. If products furnished by Contractor do not require additional development or customization, Contractor shall, upon request, but not later than thirty (30) calendar days after the State of Oklahoma's request, provide a Voluntary Product Accessibility Template ("VPAT") describing such compliance, which may be provided via a URL linking to the VPAT. If the products will require development or customization, the Vendor shall provide a VPAT describing such compliance without additional request by the applicable Purchasing Entity. In such case, additional requirements and documentation may be required and compliance therewith shall be required of Contractor Vendor. Such requirements may be stated in appropriate documents, including, but not limited to, state bids, requests for proposals, statements of work, riders, agreements, purchase orders and amendments. Accordingly, in each statement of work or similar document issued pursuant to this Purchasing Addendum, Contractor shall describe such compliance and identify, if and as applicable, (i) which exception to the Standards applies or (ii) a description of the tasks and estimated cost to make the proposed products and/or services compliant with applicable Standards.

Contractor acknowledges and agrees that all representations contained in the VPAT

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provided by the Contractor will be relied upon by the Purchasing Entity for accessibility-compliance purposes.

L. Foreign Outsourcing of Work

Master Agreement Terms and Conditions Section C. Minnesota Terms and Conditions, Sub-section 13. Foreign Outsourcing of Work is hereby modified to add the following provision:

With respect to Oklahoma-based Purchasing Entities, Contractor shall not store, access, nor process outside of the United States of America any data belonging to any such Purchasing Entity without the prior written approval of the Participating State/Entity, which approval may be given or withheld at the sole and absolute discretion of the Participating State/Entity. Notwithstanding, this section shall not prohibit Contractor from providing Order related administration and/or support services available from its global locations outside of the United States.

M. Indemnification

Master Agreement Terms and Conditions Section C. Minnesota Terms and Conditions, Sub-section 17. Indemnification is hereby modified to add the following provision:

IN CONNECTION WITH INDEMNIFICATION OF A PURCHASING ENTITY WHEN AN OKLAHOMA STATE AGENCY IS A NAMED DEFENDANT IN ANY LAWSUIT, THE DEFENSE OF THE OKLAHOMA STATE AGENCY SHALL BE COORDINATED BY THE ATTORNEY GENERAL OF OKLAHOMA. THE ATTORNEY GENERAL OF OKLAHOMA MAY, BUT HAS NO OBLIGATION TO, AUTHORIZE CONTRACTOR TO CONTROL THE DEFENSE AND ANY RELATED SETTLEMENT NEGOTIATIONS; PROVIDED, HOWEVER, THAT, IN SUCH EVENT, CONTRACTOR SHALL NOT AGREE TO ANY SETTLEMENT OF CLAIMS AGAINST THE STATE OF OKLAHOMA WITHOUT FIRST OBTAINING A CONCURRENCE FROM THE ATTORNEY GENERAL OF OKLAHOMA. IF THE ATTORNEY GENERAL OF OKLAHOMA DOES NOT AUTHORIZE SOLE CONTROL OF THE DEFENSE AND SETTLEMENT NEGOTIATIONS FOR CONTRACTOR, CONTRACTOR SHALL BE GRANTED AUTHORIZATION TO EQUALLY PARTICIPATE IN ANY PROCEEDING RELATED TO THIS SECTION; PROVIDED, HOWEVER, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, CONTRACTOR SHALL CONTINUE TO BE OBLIGATED TO INDEMNIFY

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THE PARTICIPATING ENTITY AND, TO THE EXTENT APPLICABLE, ANY AND ALL PURCHASING ENTITIES, IN ACCORDANCE WITH AND TO THE EXTENT CONTRACTOR PROVIDES SUCH INDEMNITY UNDER THIS MASTER AGREEMENT.

N. Intellectual Property Indemnification

Master Agreement Terms and Conditions Section C. Minnesota Terms and Conditions, Sub-section 18. Intellectual Property Indemnification is hereby replaced in its entirety with:

The Contractor, at its own expense, shall defend, to the extent permitted by the Participating Entity's laws, the Participating Entity against any claim that any Product or Service provided under this Agreement infringes any patent, copyright or trademark in the United States, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of such a claim. In addition, if any third party obtains a judgment against a Participating Entity based upon the Contractor's trade secret infringement relating to any Product or Service provided under this Agreement, the Contractor agrees to reimburse the Participating Entity for all costs, attorneys' fees and the amount of the judgment. The Lead State or Participating Entity will give the Contractor prompt written notice of any claim.

If such a claim has occurred, or in the Contractor's opinion is likely to occur, the Contractor shall either procure for the Participating Entity the right to continue using the materials or products or replacement or modified materials or product. If an option satisfactory to the Participating Entity is not reasonably available, the Participating Entity shall return the materials or products to the Contractor, upon written request of the Contractor and at the Contractor's expense.

The Contractor has no obligation for any claim of infringement arising from: 1. The Contractor's compliance with the Participating Entity's or by a third party on the Participating Entity's behalf designs, specifications or instructions; 2. The Contractor's use of technical information or technology provided by the Participating Entity; 3. Product modifications by the Participating Entity or a third Party; 4. Product use prohibited by Specifications; or 5. Product use with products that are not Contractor branded.

IN CONNECTION WITH INDEMNIFICATION OF A PURCHASING ENTITY WHEN AN OKLAHOMA STATE AGENCY IS A NAMED DEFENDANT IN ANY LAWSUIT, THE DEFENSE OF THE OKLAHOMA STATE AGENCY SHALL BE COORDINATED

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BY THE ATTORNEY GENERAL OF OKLAHOMA. THE ATTORNEY GENERAL OF OKLAHOMA MAY, BUT HAS NO OBLIGATION TO, AUTHORIZE CONTRACTOR TO CONTROL THE DEFENSE AND ANY RELATED SETTLEMENT NEGOTIATIONS; PROVIDED, HOWEVER, THAT, IN SUCH EVENT, CONTRACTOR SHALL NOT AGREE TO ANY SETTLEMENT OF CLAIMS AGAINST THE STATE OF OKLAHOMA WITHOUT FIRST OBTAINING A CONCURRENCE FROM THE ATTORNEY GENERAL OF OKLAHOMA. IF THE ATTORNEY GENERAL OF OKLAHOMA DOES NOT AUTHORIZE SOLE CONTROL OF THE DEFENSE AND SETTLEMENT NEGOTIATIONS FOR CONTRACTOR, CONTRACTOR SHALL BE GRANTED AUTHORIZATION TO EQUALLY PARTICIPATE IN ANY PROCEEDING RELATED TO THIS SECTION; PROVIDED, HOWEVER, NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, CONTRACTOR SHALL CONTINUE TO BE OBLIGATED TO INDEMNIFY THE PARTICIPATING ENTITY AND, TO THE EXTENT APPLICABLE, ANY AND ALL PURCHASING ENTITIES, IN ACCORDANCE WITH AND TO THE EXTENT CONTRACTOR PROVIDES SUCH INDEMNITY UNDER THIS MASTER AGREEMENT.

O. Jurisdiction and Venue

Master Agreement Terms and Conditions Section C. Minnesota Terms and Conditions, Sub-section 19. Jurisdiction and Venue is hereby modified to add the following provision:

With respect to Oklahoma-based transactions and Purchasing Entities, any claims, disputes, or litigation relating to or arising out of the Master Agreement, Purchasing Addendum, or any other document related thereto (collectively, the "Contract Documents"), singularly or in the aggregate, or the execution, interpretation, performance, or enforcement thereof shall be governed by the laws of the State of Oklahoma without regard to application of choice of law principles.

Venue for any action, claim, dispute, or litigation relating in any way to or arising out of the Contract Documents shall be in Oklahoma County, Oklahoma.

P. Payment Card Industry Data Security Standard and Cardholder Information Security

Master Agreement Terms and Conditions Section C. Minnesota Terms and Conditions, Sub-

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section 24. Payment Card Industry Data Security Standard and Cardholder Information Security is hereby replaced with the following provision:

Contractor assures all of its Network Components, Applications, Servers, and Subcontractors (if any) that store, process or transmit payment card information for the purchase of products and services ordered under this Agreement comply with the Payment Card Industry Data Security Standard ("PCIDSS"). "Network Components" shall include Contractor's firewalls, switches, routers, wireless access points, network appliances, and other security appliances that transmit payment card information; "Applications" shall include all purchased and custom external (web) applications that store, process or transmit payment card information. "Servers" shall include all of Contractor's web, database, authentication, DNS, mail, proxy, and NTP servers that store, process or transmit payment card information. "Cardholder Data" shall mean any personally identifiable data associated with cardholder, including, by way of example and without limitation, a cardholder's account number, expiration date, name, address, or telephone number.

Subcontractors (if any) must be responsible for the security of all Cardholder Data in its possession; and will only use Cardholder Data for assisting cardholders in completing a transaction, providing fraud control services, or for other uses specifically required by law. Contractor must have a business continuity program which conforms to the applicable PCIDSS to protect Cardholder Data in the event of a major disruption in its operations or in the event of any other disaster or system failure which may occur to operations; will continue to safeguard Cardholder Data in the event this Agreement terminates or expires; and ensure that a Customer or Customer's duly authorized representative shall be provided with full cooperation and access to conduct a thorough security review of Contractor's operations, systems, records, procedures, rules, and practices in the event of an exfiltration of Cardholder Data to an unauthorized third party in order to validate compliance with PCIDSS, provided such security review is specific to the PCIDSS solution applicable to the purchase of products and services ordered under this Agreement.

Q. State Audits

Master Agreement Terms and Conditions Section C. Minnesota Terms and Conditions, Sub-section 33. State Audits is hereby modified to add the following provision:

For Oklahoma-based Purchasing Entities, as used in this clause, "records" includes invoices, statements of work, purchase order records, and such other relevant documents,

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regardless of whether such items are in written form, in the form of computer data, or in any other form. By accepting any purchase order from any Purchasing Entity hereunder, Contractor acknowledges and agrees that any pertinent state or federal agency shall have the right to examine and audit all records relevant to execution and performance of the Participating Addendum and this Master Agreement.

Contractor is required to retain records relative to the Participating Addendum and this Master Agreement for the duration of the Effective Period and for a period of seven (7) years following completion and/or termination of this Participating Addendum. If an audit, litigation, or other action involving such records is started before the end of such seven-year period, the records are required to be maintained for two (2) years from the date that all issues relating to or arising out of the action are resolved, or until the end of such seven (7) year retention period, whichever is later.

R. Definitions

Master Agreement Terms and Conditions Exhibit G. Definitions is hereby modified to add the following paragraph to the end of the definition of "Purchasing Entity":

With respect to the State of Oklahoma, the defined term "Purchasing Entity" shall include the State of Oklahoma and (a) any board, commission, committee, department or other instrumentality or entity designated to act on behalf of the State of Oklahoma or a political subdivision thereof; (b) any governmental entity specified as a political subdivision of the State of Oklahoma pursuant to the Governmental Tort Claims Act, including, without limitation, (i) any associated institution, instrumentality, board, commission, committee department, or other entity designated to act on behalf of the political subdivision; and (ii) a county or local governmental entity; and (c) entities authorized to utilize contracts awarded by the State of Oklahoma via a multistate or multi-governmental contract.

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

Contractor

Name	Michelle Chapin
Address	
Telephone	973-303-7787
Fax	

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E-mail	wsca@us.panasonic.com
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Participating Entity

Name	Jennifer McCaulla
Address	5005 N. Lincoln Blvd. Ste. 200, Oklahoma City, OK 73105
Telephone	405-521-4772
Fax	
E-mail	purchasing@omes.ok.gov

5. Partner Utilization: Each state represented by NASPO ValuePoint participating in the Master Agreement independently has the option of utilizing partners. Only partners approved by this Participating State/ Entity may be deployed. The Participating State will define the process to add and remove partners and may define the partner's role in this Participating Addendum. The Contractor's partners' participation will be in accordance with the terms and conditions set forth in the Master Agreement. Approved partners are only upon written approval from the State of Oklahoma.

6. Terms: The Participating State/Entity agrees to the terms and conditions of the Master Agreement only to the extent the terms and conditions are not in conflict with this Addendum, applicable law, or both.

7. Orders: Any order placed by a Participating State/ Entity or any Purchasing Entity for a product and/or service available through the 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.

8. Leasing: The Parties acknowledge and agree that (i) the Master Agreement provides that Participating State/Entity may enter into lease agreements if it has the authority to do so; and (ii) Participating State/Entity reserves the right, but has no obligation, to lease equipment under this Addendum and the Master Agreement upon terms and conditions mutually acceptable to the Parties.

9. Counterparts: This Addendum may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Addendum. Delivery of an executed counterpart of this Addendum by electronic means,

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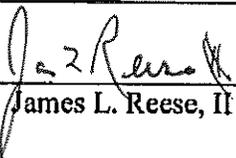
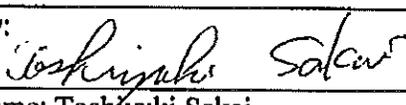
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State of Oklahoma by and through the Office of Management and Enterprise Services

including, without limitation, by facsimile transaction or by electronic delivery in portable document format (".pdf") or tagged image file format (".tiff"), shall be equally effective as delivery of a manually executed counterpart thereof.

IN WITNESS WHEREOF, the Parties have executed this Addendum through the duly authorized representative of each Party.

Participating State:	Contractor:
By: 	By: 
Name: James L. Reese, II	Name: Toshiyuki Sakai
Title: Chief Information Officer	Title: Executive Vice President
Date: 12-11-15	Date: 12-8-2015

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 databases]