This Participating Addendum Number 7-21-70-40-11 is entered into between the state of California, Department of General Services (hereafter referred to as “State” or “DGS”) and Hewlett Packard Enterprise Company (hereafter referred to as “Contractor”) under the lead state of Utah NASPO ValuePoint Master Agreement Number AR3104.

1. SCOPE

A. This Participating Addendum covers the purchase of Cloud Solutions under the Utah NASPO ValuePoint Master Agreement. The Utah NASPO ValuePoint Master Agreement Number AR3104 is hereby incorporated by reference. The cloud solution services are identified in Section 5 (Available Services).

B. This Participating Addendum is available for use by California state agencies and local governments. A local government is defined as any city, county, city and county, district, or other local governmental body, school district or corporation empowered to expend public funds. The State Agency Listing (https://www.ca.gov/agenciesall/) provides a comprehensive list of state agencies.

C. Each local government is to make its own determination whether this Participating Addendum and the Utah NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

2. TERM

A. The term of this Participating Addendum shall begin upon signature approval by the State and will end September 15, 2026, or upon termination by the State, whichever occurs first.

B. Lead State amendments to extend the NASPO ValuePoint Master Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.

C. Order placement and execution shall be on or before the expiration of this Participating Addendum. However, delivery of products or completion of services may be after the Participating Addendum expiration date.
3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS

A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of goods or services made under this Participating Addendum. Terms can be viewed on the DGS Procurement Division website (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language).

3) Cloud Computing Special Provisions for Software as a Service (SaaS) effective 03/15/18.
4) Cloud Computing Special Provisions for Infrastructure as a Service (IaaS) & Platform as a Service (PaaS), effective 05/11/16.

4. ORDER OF PRECEDENCE

A. In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

1) California Participating Addendum Number 7-21-70-40-11
2) Utah NASPO ValuePoint Master Agreement Number AR3104

5. AVAILABLE PRODUCTS AND SERVICES

A. The following service offerings from the Utah NASPO ValuePoint Master Agreement Number AR3104 are allowed under this Participating Addendum:

1) Software as a Service (SaaS)
2) Infrastructure as a Service (IaaS)
3) Platform as a Service (PaaS)

6. RESTRICTIONS/DISALLOWED PRODUCTS AND SERVICES (STATE AGENCIES ONLY)

A. The following restrictions apply to purchases under this Participating Addendum:

1) Value Added Services, including Additional Value Added Services such as Maintenance Services; Deployment Services; Consulting/Advisory Services; Architectural Design Services; Statement of Work Services; Partner Services, and Training Deployment Services

B. Product and service categories that are available on mandatory California statewide contracts cannot be purchased from this Participating Addendum by
State agencies without an exemption. Prior to issuing a purchase order, State Departments are responsible for obtaining an exemption from DGS, and/or California Department of Technology (CDT).

C. State agencies must first obtain approval by the California Department of Technology (CDT) to use this Participating Addendum for Infrastructure as a Service (IaaS) and/or Platform as a Service (PaaS) purchases in accordance with Technology Letter 17-06 (www.cdt.ca.gov/wp-content/uploads/2017/08/TL-17-06.pdf).

7. PRICING

Contractor is responsible for maintaining a current price list of available products and services on the Contractor’s NASPO ValuePoint Cloud Solutions website (https://www.naspovaluepoint.org/portfolio/cloud-solutions-2016-2026/hewlett-packard-enterprise-company/).

8. AUTHORIZED RESELLERS

A. Contractor may use State-approved Authorized Resellers under this Participating Addendum for sales and service functions as defined herein.

1) Authorized Resellers must accept purchase orders and accept payment from ordering agencies for products and services offered under this Participating Addendum.

2) Authorized Resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative fee requirements.

3) All purchase documents to Authorized Resellers shall reference the Participating Addendum Number and Contractor Name.

B. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Authorized Resellers. All State policies, guidelines, and requirements shall apply to Authorized Resellers.

C. Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting, and administrative fee requirements.

D. Subject to the approval of the State, Authorized Resellers may be added on a quarterly basis during the term of the contract. Contractors shall notify the State of any deleted Authorized Resellers or changes to current Authorized Resellers’ contact information in writing at any time during the contract term.

E. Contractor will be required to submit Authorized Reseller requests, in a format specified by the State, to the State Contract Administrator for approval.
F. State-approved Authorized Resellers will be posted on the State’s Cal eProcure website.

9. SUBCONTRACTORS

Subcontractors will not be used for this Participating Addendum.

10. ORDERING AGENCY RESPONSIBILITIES

A. State agency and local government use of this Participating Addendum is optional.

B. State agencies and local governments must follow the ordering procedures outlined within the User Instructions guide, administered by the State Contract Administrator, to execute orders against this Participating Addendum. User Instructions are posted on the State’s Cal eProcure website.

11. STATE AGENCY BUY RECYCLED CAMPAIGN (SABRC)

SABRC is not applicable for this Participating Addendum.

12. DELIVERY

Delivery shall occur as negotiated between ordering agency and contractor and included in the purchase order, or as otherwise stipulated in the NASPO ValuePoint Master Agreement.

13. INVOICING AND PAYMENT

A. Payment terms for this Participating Addendum are net 45 days. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government code Section 927 et.seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of deliverables or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

B. Invoices shall be sent to the address identified in the ordering agency’s purchase order. The State Participating Addendum Number and ordering agency purchase order number shall appear on each invoice for all purchases placed under this Participating Addendum.

C. Contractor will accept the State of California credit card (CAL-Card) for payment of invoices.

14. USAGE REPORTING

A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template
attached hereto as Attachment A. The report is due even when there is no activity.

B. The DGS Contract Administrator reserves the right to modify Attachment A and require Contractor to provide additional order information during the course of this Agreement.

C. The report shall be an Excel spreadsheet transmitted electronically to the DGS Cooperatives mailbox (PDCooperatives@dgs.ca.gov).

D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five business days of the date of written notification from the State.

E. Tax must not be included in the report, even if it is on the purchase order.

F. Reports are due for each quarter as follows:

<table>
<thead>
<tr>
<th>Reporting Period</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1 to March 31</td>
<td>April 30</td>
</tr>
<tr>
<td>April 1 to June 30</td>
<td>July 31</td>
</tr>
<tr>
<td>July 1 to September 30</td>
<td>October 31</td>
</tr>
<tr>
<td>October 1 to December 31</td>
<td>January 31</td>
</tr>
</tbody>
</table>

G. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.

H. Time extensions may be approved only if all due reports have been submitted to the State.

15. ADMINISTRATIVE FEE

A. Contractor shall submit a check, payable to the State of California, remitted to the Cooperative Agreement Unit for the calculated amount equal to 1.25% of the sales for the quarterly period.

B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.

C. Administrative fee checks shall be submitted to:

   State of California
   Department of General Services, Procurement Division
   Attention: Cooperative Agreement Program
   707 3rd Street, 2nd Floor, MS 2-202
   West Sacramento, CA 95605
D. The administrative fee shall not be included as an adjustment to Contractor’s NASPO ValuePoint Master Agreement pricing.

E. The administrative fee shall not be invoiced or charged to the ordering agency.

F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a purchasing entity.

G. Administrative fee checks are due for each quarter as follows:

<table>
<thead>
<tr>
<th>Reporting Period</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1 to March 31</td>
<td>April 30</td>
</tr>
<tr>
<td>April 1 to June 30</td>
<td>July 31</td>
</tr>
<tr>
<td>July 1 to September 30</td>
<td>October 31</td>
</tr>
<tr>
<td>October 1 to December 31</td>
<td>January 31</td>
</tr>
</tbody>
</table>

H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

16. CONTRACT MANAGEMENT

A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Contract Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Nancy Schwarz</td>
</tr>
<tr>
<td>Phone:</td>
<td>480-636-0267</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:Nancy.schwarz@hpe.com">Nancy.schwarz@hpe.com</a></td>
</tr>
<tr>
<td>Address:</td>
<td>Hewlett Packard Enterprise Company</td>
</tr>
<tr>
<td></td>
<td>Attn: Nancy Schwarz</td>
</tr>
<tr>
<td></td>
<td>6443 S Wilson St</td>
</tr>
<tr>
<td></td>
<td>Tempe, AZ 85283</td>
</tr>
</tbody>
</table>

B. The State Contract Administrator for this Participating Addendum shall be as follows:

<table>
<thead>
<tr>
<th>State</th>
<th>Contract Administrator</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td>Yolanda Tutt</td>
</tr>
<tr>
<td>Phone:</td>
<td>(916) 375-4408</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:Yolanda.Tutt@dgs.ca.gov">Yolanda.Tutt@dgs.ca.gov</a></td>
</tr>
<tr>
<td>Address:</td>
<td>State of California</td>
</tr>
<tr>
<td></td>
<td>Department of General Services</td>
</tr>
<tr>
<td></td>
<td>Procurement Division</td>
</tr>
<tr>
<td></td>
<td>707 Third Street, 2nd Floor, MS 2-202</td>
</tr>
<tr>
<td></td>
<td>West Sacramento, CA 95605</td>
</tr>
</tbody>
</table>
C. Should the contact information for either party change, the party will provide written notice with updated information no later than ten business days after the change.

17. TERMINATION OF AGREEMENT

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

18. AMENDMENT

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

19. AGREEMENT

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

B. By signing below Contractor agrees to offer the same products/and or services as on the Utah NASPO ValuePoint Master Agreement Number AR3104, at prices equal to or lower than the prices on that contract.

C. IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.
STATE OF CALIFORNIA
Department of General Services

Authorized Signature: [Signature]
Date Signed: 8/19/2021

Julie Matthews, IT Specialist
Printed Name/Title of Person Signing

707 Third Street
West Sacramento, CA 95605
Address

CONTRACTOR
Hewlett Packard Enterprise Company

Authorized Signature: [Signature]
Date Signed: 8/18/2021

Mary A. Reuss, Contract Negotiator
Printed Name/Title of Person Signing

11445 Compaq Center West Drive
Houston, TX 77070
Address