

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

MASTER AGREEMENT
Master Agreement No: MNWNC-104
Ciara Technologies USA, INC
(hereinafter "Contractor")
And
Oregon State University
(hereinafter "Participating State/Entity")

1. Scope: This addendum allows for purchase of the following Computer Equipment/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/Entity that is authorized by that state's statutes to utilize state /entity contracts, and which receives 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. 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.

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:

1. A Participating Entity's Participating Addendum ("PA"); A Participating Entity's 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
2. Minnesota NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions)
3. The Solicitation including all Addendums; and
4. 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 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. Reports:

Contractor must submit quarterly sales reports which coincide with the <Vendor> fiscal calendar to the Contracting Officer assigned by the State to manage this contract. The contractor shall provide Oregon State University with an electronic usage report in Excel format. Reports are due 30 days after the end of the quarter.

First Quarter: July through September
Second Quarter: October through December
Third Quarter: January through March
Fourth Quarter: April through June

If no volume took place during the quarter the vendor shall not be required to submit a report.

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

Contractor

Name	Alastair Power
Address	10601 N. Frank Lloyd Wright Blvd, Ste. 100, Scottsdale, AZ 85259
Telephone	844-231-1277 xt 4220
Fax	
E-mail	apower@ciara-tech.com

Participating Entity

Name	Joshua Dodson
Address	644 SW 13 th Street., Corvallis, OR 97333
Telephone	541-737-3572
Fax	541-737-2170
E-mail	Joshua.dodson@oregonstate.edu

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 Contractors partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. No partners allowed.

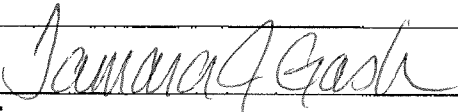
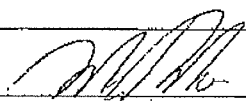
7. Terms. The Participating State/Entity is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable law.

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.

9. Administrative Fee.

Contractor shall pay OSU PCMM an administrative fee of 2% of the total gross revenue from the orders made through this participating addendum. Total gross revenue includes any business generated from Oregon State University Customers that are authorized to utilize this participating addendum. Administrative fee payments shall be made quarterly in arrears no later than 45 days after the end of each quarter, made payable to "OSU PCMM" and mailed to 644 SW 13th Street, Corvallis OR 97333. Payment shall include a corresponding quarterly report as requested in Section 4 of this document. The administrative fee does not need to be included on the vendor's invoices.

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

Participating State:	Contractor: Ciara Technologies USA, Inc.
By: 	By: 
Name: Tamara J. Gash, CPPO	Name: Mike Marracino
Title: Strategic Procurement Initiatives Manager	Title: Sr. VP & GM
Date: <i>10/06/15</i>	Date: 10/06/2015