

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT
Software Value Added Reseller (SVAR)
Administered by the State of Arizona (hereinafter "Lead State")**

MASTER AGREEMENT
SHI International, Corp.
Master Agreement No: ADSPO 16-130651
(hereinafter "Contractor")

And

State of Wyoming
(hereinafter "Participating State/Entity")

Page 1 of 3

1. Scope: This addendum covers the *Software Value Added Reseller* contract led by the State of Arizona for use by state agencies and other entities located in the Participating State [or State Entity] authorized by that state's statutes to utilize State contracts with the prior approval of the state's chief procurement official.

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. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating State Modifications or Additions to Master Agreement: This participating Addendum consists of three (3) pages, Attachment A consisting of five (5) pages, and the Master Agreement consisting of fifty-eight (58) pages.

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

Contractor

Name	SHI International, Corp., Nick Grappone
Address	290 Davidson Avenue, Somerset NJ 08873
Telephone	(732) 564-8189
Fax	
E-mail	Nick_grappone@shi.com

Participating Entity

Name	State of Wyoming, Mandy Gershmel
Address	700 W. 21 st Street, Cheyenne WY 82001
Telephone	(307) 777-6718
Fax	
E-mail	Mandy.gershmell@wyo.gov

5. Subcontractors: All contactors, dealers, and resellers authorized in the State of Wyoming as shown on the dedicated SHI International, Corp. website, are approved to provide sales and service support for participants in the NASPO ValuePoint Master Agreement. The SHI International, Corp.'s participation will be in accordance with the terms and conditions set

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT
Software Value Added Reseller (SVAR)
Administered by the State of Arizona (hereinafter "Lead State")**

**MASTER AGREEMENT
SHI International, Corp.
Master Agreement No: ADSPO 16-130651
(hereinafter "Contractor")**

And

**State of Wyoming
(hereinafter "Participating State/Entity")**

Page 2 of 3

forth in the aforementioned Master Agreement.

6. 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.

The remainder of this page intentionally left blank.

**PARTICIPATING ADDENDUM
NASPO VALUEPOINT
Software Value Added Reseller (SVAR)
Administered by the State of Arizona (hereinafter "Lead State")**

MASTER AGREEMENT
SHI International, Corp.
Master Agreement No: ADSPO 16-130651
(hereinafter "Contractor")

And

State of Wyoming
(hereinafter "Participating State/Entity")

Page 3 of 3

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

Participating State: Wyoming	Contractor: SHI International, Corp.
Signature: 	Signature: 
Name: Mandy Gershmel	Name: Cassie Skelton
Title: Buyer	Title: Sr. Contract Specialist
Date: 10/26/16	Date: 10/25/16

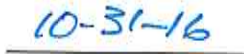
ATTORNEY GENERAL APPROVAL AS TO FORM ONLY:


Susan O'Brien, Senior Assistant Attorney General


Date

A&I Director


Dean Fausset
Director - Department of Administration & Information


Date

For questions on executing a participating addendum, please contact:

NASPO ValuePoint
Cooperative Development Coordinator
Telephone
Email

Ted Fosket
(907) 723-3360
tfosket@naspovaluepoint.org

Attachment A Wyoming General Conditions

This Attachment A, Wyoming General Conditions, supplements and replaces terms and conditions contained in Arizona NASPO Master Agreement – Number ADSP016-130651, dated April 5, 2016, and Participating Addendum for NASPO Valuepoint Software Value-Added Reseller (collectively referred to as "Agreement") entered into between SHI International ("Contractor") and the State of Wyoming ("State"). In the event of any inconsistencies between the terms and conditions contained in the Agreement and this Attachment A, the terms and conditions in this Attachment A shall control and shall supersede and replace the terms contained in the Agreement.

The following provisions contained in the Agreement are modified: Section 3: NASPO Value Point Master Agreement Terms and Conditions: Section 17 Insurance (d1) is hereby modified to remove subsection (i) requiring the Contractor to name the Participating Entity as an additional insured; Section 23, Payment, is modified to state: "Payment shall be made upon submission of invoice pursuant to Wyo. Stat. § 16-6-602" and Section 29, Warranty, is modified by deletion of last sentence: "The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs."

The following General Conditions are made part of the Agreement:

1. **Acceptance.** Contractor shall notify State if State's purchase order is not accepted by Contractor. Any items received by State and not rejected within five (5) business days of the date of the delivery shall be deemed accepted by State.

2. **Partial Shipments.** Contractor will not make partial shipments of multiple quantities of a single product on a State purchase order, unless authorized by the State.

3. **General Provisions.**

A. Amendments. Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed and signed by all parties to this Agreement.

B. Applicable Law/Venue. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

C. Assignment/Agreement Not Used as Collateral. Neither party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth

in this Agreement without the prior written consent of the other party. The Contractor shall not use this Agreement, or any portion thereof, for collateral for any financial obligation, without the prior written permission of the State.

D. Availability of Funds. Each payment obligation of the State is conditioned upon the availability of government funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services performed by the Contractor, the Agreement may be terminated by the State at the end of the period for which the funds are available. The State shall notify the Contractor at the earliest possible time of the services which will or may be affected by a shortage of funds. No penalty shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section. This provision shall not be construed to permit the State to terminate this Agreement in order to acquire similar services from another party.

E. Award of Related Contracts. The State may undertake or award supplemental or successor contracts for work related to this Agreement. The Contractor shall cooperate fully with other contractors and the State in all such cases.

F. Compliance with Laws. The Contractor shall keep informed of and comply with all applicable federal, state and local laws and regulations in the performance of this Agreement.

G. Confidentiality of Information. All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Contractor in the performance of this Agreement shall be kept confidential by the Contractor unless written permission is granted by the State for its release.

H. Extensions. Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Contract will be extended beyond the term described herein. Any extension of this Agreement shall be initiated by the State, and shall be effective only after it is reduced to writing and executed by all parties to the Agreement. Any agreement to extend this Agreement shall include, but not necessarily be limited to: an unambiguous identification of the Agreement being extended; the term of the extension; the amount of any payment to be made during the extension, or a statement that no payment will be made during the extension; a statement that all terms and conditions of the original Agreement shall, unless explicitly delineated in the exception, remain as they were in the original Agreement; and, if the duties of either party will be different during the extension than they were under the original Agreement, a detailed description of those duties.

I. Force Majeure. Neither party shall be liable for failure to perform under this Agreement if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may

include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

J. Independent Contractor. The Contractor shall function as an independent contractor for the purposes of this Contract, and shall not be considered an employee of the State of Wyoming for any purpose. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of this Agreement, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Agreement. Nothing in this Agreement shall be interpreted as authorizing the Contractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the State, or to incur any obligation of any kind on the behalf of the State of Wyoming or the State. The Agreement agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming employees will inure to the benefit of the Contractor or the Contractor's agents and/or employees as a result of this Agreement.

K. Kickbacks. The Contractor certifies and warrants that no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts, or other considerations made contingent upon the award of this Agreement. If the Contractor breaches or violates this warranty, the State may, at its discretion, terminate this Agreement without liability to the State, or deduct from the contract price or consideration, or otherwise recover, the full amount of any commission, percentage, brokerage, or contingency fee.

L. Nondiscrimination. The Contractor shall comply with Presidential Executive Order 11246 entitled, "Equal Employment Opportunity," as amended by Presidential Executive Order 11375, and as supplemented in the Department of Labor Regulations (41 CFR Part 60), the Civil Rights Act of 1964, the Wyoming Fair Employment Practices Act (Wyo. Stat. ' 27-9-105 *et seq.*), and the Americans With Disabilities Act (ADA), 42 U.S.C. 12101, *et seq.* The Contractor shall assure that no person is discriminated against based on the grounds of sex, race, religion, national origin or disability in connection with the performance of this Contract.

M. Notices. All notices arising out of, or from, the provisions of this Agreement shall be in writing and given to the parties at the address provided under this Agreement, either by regular mail, email (ai-purchasing@wyo.gov and Lynn_Farmer@SHI.com) or delivery in person.

N. Notice and Approval of Proposed Sale or Transfer of the Contractor. The Contractor shall provide the State with the earliest possible advance notice of any proposed sale or transfer or any proposed merger or consolidation of the assets of the Contractor. Such notice shall be provided in accordance with the notice provision of this Agreement.

O. Patent or Copyright Protection. The Contractor recognizes that certain proprietary matters or techniques may be subject to patent, trademark, copyright, license or other similar restrictions, and warrants that professional services performed by the Contractor or its subcontractors will violate any such restriction. The Contractor shall defend and indemnify the State for any violation or alleged violation of such patent, trademark, copyright, license or other restrictions.

P. Prior Approval. This Agreement shall not be binding upon either party, no services shall be performed under the terms of this Contract, and the Wyoming State Auditor shall not draw warrants for payment on this Agreement, until this Agreement has been reduced to writing, approved as to form by the Office of the Attorney General, filed with and approved by the Department of Administration and Information, and approved by the Governor of the State of Wyoming if required by Wyo. Stat. § 9-2-1016(b)(iv)(D).

Q. Publicity. Any publicity given to the program or services provided herein, including, but not limited to, notices, information, pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor, shall identify the State as the sponsoring State and shall not be released without prior written approval from the State.

R. Severability. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

S. Sovereign Immunity. The State of Wyoming and the State do not waive sovereign immunity by entering into this Agreement, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other state law. Designations of venue, choice of law, enforcement actions, and similar provisions should be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall not be strictly construed, either against or for either party, except that any ambiguity as a sovereign immunity shall be construed in favor of sovereign immunity.

T. Taxes. The Contractor shall pay all taxes and other such amounts required by federal, state and local law, including but not limited to federal and social security taxes, workers' compensation, unemployment insurance and sales taxes.

U. Termination of Contract. This Agreement may be terminated, without cause, by the State upon thirty (30) days written notice. This Agreement may be terminated immediately for cause if the Contractor fails to perform in accordance with the terms of this Agreement.

V. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

W. Titles Not Controlling. Titles of paragraphs are for reference only, and shall not be used to construe the language in this Agreement.

X. Waiver. The waiver of any breach of any term or condition in this Agreement shall not be deemed a waiver of any prior or subsequent breach.