

CONTRACT EXHIBIT TO THE HPE U.S. PARTNER AGREEMENT AND U.S. PUBLIC SECTOR FULFILLMENT ENTITY ADDENDUM

"NASPO ValuePoint MNNVP-134 PARTNER AGREEMENT"

This Contract Exhibit includes the following terms and conditions, which are in addition to the U.S. Partner Agreement and U.S. Public Sector Fulfillment Entity Addendum.

1. **Contract Award.** HPE is awarded the Minnesota Western States Contracting Alliance and the National Association of State Procurement Officials ("WSCA-NASPO") Master Agreement Number MNNVP-134 ("Master Agreement" or "MA")(Formerly MNWNC-115) for Computer Equipment: Servers and Storage including Related Peripherals & Services. The Master Agreement is effective April 1, 2015. The negotiated and awarded Master Agreement is inclusive of HPE's Response, dated January 21, 2014, to the State of Minnesota, Solicitation Number RFP 19512, published September 16, 2013. WSCA-NASPO naming convention preference, announced by NASPO for commencement in April 2015, allows for "WSCA-NASPO" to be referred to as "NASPO ValuePoint", (or "NASPO VP", herein).
2. **Fulfillment Entity.** NASPO ValuePoint has authorized HPE to appoint Partners as Fulfillment Entities under the MA. Select Participating Entity(ies) that approve your appointment to fulfill Orders by its authorized Purchasing Entities through the Participating Entity's respective Participating Addendum (PA) to the MA are reflected in an HPE Letter of Authorization issued periodically to you by HPE. Subject to your receipt of an HPE Letter of Authorization, HPE appoints you as a Fulfillment Entity to fulfill Orders to the end customer(s) listed in the HPE Letter of Authorization. For those NASPO ValuePoint authorized end customers listed in the then-current HPE Letter of Authorization you accept such appointment under the terms and conditions of the MA, the applicable Participating Addendum ("PA"), your U.S. Partner Agreement, the U.S. Public Sector Fulfillment Entity Addendum, and this Contract Exhibit for terms specific to your fulfillment obligations under the Master Agreement.
3. **Terms and Conditions.** The terms of the MA and applicable PA's are incorporated into this Contract Exhibit by reference. In your capacity as a Fulfillment Entity, you agree to fully comply with all requirements and obligations each named Participating Entity imposes on HPE within the MA and the applicable PA (excluding those that apply solely to HPE in its capacity as the product manufacturer), and the HPE NASPO ValuePoint Indirect Fulfillment Partner Program Guide. Prior to acting as a Fulfillment Entity, you represent that you will have read, understood and agreed to all such obligations within this Contract Exhibit, the MA, and each applicable PA.
4. **HPE U.S. Partner Agreement.** This Contract Exhibit is in addition to the terms and conditions of your U.S. Partner Agreement and the HPE U.S. Public Sector Fulfillment Entity Addendum, which collectively represent the "NASPO ValuePoint MNNVP-134 Partner Agreement" that is applicable to your obligations for fulfillment of purchases under the Master Agreement. The Contract Exhibit takes precedence in the event of a conflict between the HPE U.S. Partner Agreement to the extent applicable to your performance as a NASPO ValuePoint Indirect Fulfillment Partner.

This Contract Exhibit includes, and incorporates by reference, the following:

- **Attachment 1 – NASPO ValuePoint Master Agreement, Contract Number MNNVP-134, as amended.**
 - **Attachment 2 – Participating Addenda for Participating Entity listed in your HPE Letter of Authorization.**
 - **Attachment 3 – NASPO ValuePoint Indirect Fulfillment Partner Program Guide, dated June 2015, as amended.**
5. **Authorized Purchasers.** The MA and applicable PA are a convenience purchasing source for the respective Participating Entities, subject to the applicable State Purchasing Act, including but not limited to certain state offices, agencies, departments, boards, bureaus, commissioners, institutions and colleges and universities, unless otherwise restricted in the applicable PA. It is also available on a convenience purchasing basis to other Governmental entities such as state authorities, local government, municipalities, cities, townships, counties, school systems, and other political subdivisions of the applicable Participating Entity, unless otherwise restricted in the applicable PA.
 6. **Master Agreement Reporting Requirements.**
 - A. In order for HPE to fulfill its reporting requirement obligations under the Master Agreement, you are required to provide HPE with a monthly report of purchases and related information as identified within Attachment 3 -the NASPO ValuePoint Indirect Fulfillment Partner Program Guide, the MA and applicable PA, including the sales for all products and services sold under the PA, the end customer's name, date of purchase, item(s) purchased, purchase order name, purchase price, etc. A report is required even when there is no activity. Upon request, you may also be required to provide additional reports.
 - B. Please refer to **Attachment 3** for detailed reporting requirements, including format and content.

"NASPO VALUEPOINT MNNVP-134 PARTNER AGREEMENT"

- C. HPE may terminate your appointment as a Fulfillment Entity for the MA or any applicable PA immediately if you fail to provide the monthly reports in a timely manner or in a format required within **Attachment 3**.
- D. At any time, you either suspect or encounter a problem in your reporting compliance, performance of your duties or obligations to an authorized Participating Entity PA, or fulfilling the terms of this Contract Exhibit, then you shall immediately notify, in writing, the HPE Contact identified in this Contract Exhibit of the problem. You will then utilize best efforts and fully cooperate with HPE to explore the problem, provide HPE a proposed remedy (if any) and a reasonable cure period to resolve the problem.
- E. You acknowledge that the customer has audit rights under the MA and applicable PA and its amendments and that these audit rights, to the extent applicable to you, are hereby incorporated into this Contract Exhibit. You warrant and certify to HPE that you have read, understand and will comply with these audit requirements.
7. **Products.** You may only resell products and services that are included within the MA and applicable PA; and, if any of the products or services is restricted by HPE, your company must be authorized to resell such products and services prior to reselling them to an authorized Purchasing Entity. You are authorized to purchase the HPE products listed in **Attachment 3** and resell such HPE products to authorized Purchasing Entities under the MA within the named Participating Entity PA's listed in Section 1 above. You shall not in any way, without the written prior approval of HPE, offer or participate in sales under the MA and applicable PA, as listed in **Attachment 2**, to purchasers located outside of the named Participating Addendum purchase authority.
8. **Contacts for the MA and PA:**
- A. Key HPE Contact:
- HPE Indirect Fulfillment Program**
Email: hpe-indirectfulfillment@hpe.com
9. **Termination.** This Contract Exhibit will remain in effect until the expiration or termination of: the U.S. Public Sector Fulfillment Entity Addendum; or, the MA. This Contract Exhibit may be terminated at any time without cause upon thirty (30) days prior written notice by either party. HPE reserves the right to terminate or amend the Letter(s) of Authorization at any time, by issuance of written notification.
10. **Contract-Specific Requirements.**
- A. E-Rate. The Schools and Libraries Program of the Universal Service Fund, commonly known as "E-Rate," is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC), and provides discounts to assist most schools and libraries in the United States to obtain affordable telecommunications and Internet access. In order for HPE E-Rate Partners¹ to maintain HPE qualification to sell E-rate eligible products and services under the MA to E-Rate Eligible Entities², Partners must (among other things) have completed HPE-required training, and on an annual basis, are obligated to certify their compliance with certain elements of the E-Rate program rules and the new FCC "gift rule" issued in September 2010. The HPE partner compliance organization is required to retain complete and accurate records of these actions and report any failure to comply with the U.S. Public Sector Compliance Director within three (3) days of a missed deadline.
- B. Certifications: You represent and certify to the following ("Contractor" shall mean Partner for the purposes of this section 10.B.):
- (1) Equal Opportunity Compliance**

¹ "HPE E-Rate Partners" means HPE U.S. Partners who are (i) authorized to sell HPE products and who may sell E-Rate eligible products, and (ii) also appear on the USAC website as those who have a Service Provider Identification Number or "SPIN." "Service Provider" means an entity providing services and/or equipment to eligible schools, libraries and consortia under the E-Rate Program.

² "E-Rate Eligible Entities" means (i) all entities eligible for E-Rate Program support under 47 C.F.R. § 54.501 (i.e., schools, libraries and consortia as defined in this rule), (ii) all individuals who are on the governing boards of such entities (such as members of a school committee), and (iii) all employees, officers, representatives, agents, consultants or independent contractors of such entities involved on behalf of such school, library, or consortium with the E-Rate Program, including individuals who prepare, approve, sign or submit E-Rate applications, technology plans, or other forms related to the E-Rate Program, or who prepare bids, communicate or work with E-Rate service providers, E-Rate consultants, or with USAC, as well as any staff of such entities responsible for monitoring compliance with the E-Rate Program.

"NASPO VALUEPOINT MNNVP-134 PARTNER AGREEMENT"

Contractor agrees to abide by all applicable federal laws, and the state laws, regulations, and executive orders pertaining to equal employment opportunity, of the state(s) in which Contractor is authorized to fulfill orders pursuant to this Contract Exhibit. In accordance with such laws, regulations, and executive orders, you agree that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by the contractor under this Agreement. If the Contractor is found to be not in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

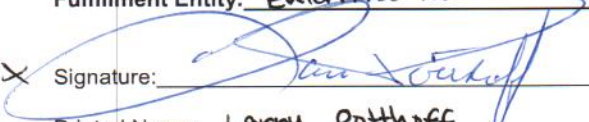
(2) Laws and Regulations.

In performing under this Exhibit, you must comply with all federal, state, and local laws/regulations

(3) It is policy to observe whatever restrictions a state or local government or other public sector entity may impose on the giving of gifts or other things of value to its employees. State and local governments often have restrictions concerning the acceptance of business amenities by their personnel. It is your responsibility to ensure that you and your employees are properly informed of and observe any laws, regulations or restrictions imposed on Participating Entities with whom you do business. You should review and comply with any applicable requirements generally set forth by the NASPO ValuePoint cooperative purchase programs.

This Contract Exhibit is hereby agreed to and executed by the Fulfillment Entity authorized representative set forth below, and effective upon the date of signature below ("Effective Date").

Fulfillment Entity: Enterprise Networks Solutions

X Signature: 

Printed Name: Larry Potthoff

Title: Owner, President, CEO

Date: 2/22/17

Address: 1955 n val vista rd
Ste 101 Mesa, AZ 85213

**ATTACHMENT 1
Master Agreement, Contract Number MNNVP-134**

**Provided to Partner under separate cover, incorporated by reference, as amended.
The Master Agreement is also referred to as "HPE NASPO ValuePoint Master Agreement", herein.**

ATTACHMENT 2
Participating Entity, Participating Addendum

Participating Addenda apply, which are incorporated by reference, including amendments thereto. The applicable Participating Addendum(s) are for the Participating Entity(ies) listed in the Letter of Authorization, or as amended thereafter.

ATTACHMENT 3
NASPO ValuePoint Indirect Fulfillment Partner Program Guide,
Dated June 2015, and as amended thereafter

Incorporated herein by reference, and provided to you under separate cover.

END OF CONTRACT EXHIBIT FOR NASPO ValuePoint MNNVP-134 PARTNER AGREEMENT