PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
DATA COMMUNICATIONS PRODUCTS AND SERVICES 14-19
Administered by the State of Utah (hereinafter "Lead State")

MASTER AGREEMENT
Mitel Business Systems, Inc.
(hereinafter "Contractor" or "Mitel")

Master Agreement No: AR623

And

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

Washington Contract No: 01114

WSCA-NASPO DATA COMMUNICATONS
WASHINGTON PARTICIPATING ADDENDUM
WSCA Master Agreement No: [AR623]
Washington Contract No: 01114

Contents

1. SCOPE 3
2. PRODUCTS AND SERVICES 3
3. PRIMARY CONTACTS 3
4. PARTICIPATION 3
5. ACQUISITION AUTHORITY 3
6. PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO MASTER AGREEMENT 4
   6.1 Minority and Women's Business Enterprises (MWBE) 4
   6.2 Liens, claims and encumbrances 4
   6.3 Contract administration 4
      6.3.1 State contract administrator 4
      6.3.2 Administration of term contract 4
   6.4 Contractor supervision and coordination 4
   6.5 Statewide Payee Desk 4
   6.6 Management fee 5
   6.7 Contract sales report 5
   6.8 Other required term contract reports 6
   6.9 Common vendor-registration and bid-notification system 6
   6.10 Contractor qualifications and requirements 6
      6.10.1 Qualified and established business 6
      6.10.2 Contractor authority and infringement 6
   6.11 Payment 6
   6.11.1 Advance payment prohibited 6
   6.11.2 Payment 6
   6.11.3 Invoicing and discounts 7
   6.12 Taxes, fees and licenses 7
   6.13 Ownership of Pre-Existing Intellectual Property 9
   6.14 Additional Roles 9
   6.15 Lease Agreement 9
7. INDEMNIFICATION 9
8. CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF 10
9. RECORDS RETENTION 11
10. TERMINATION 11
11. SUBCONTRACTORS 11
12. ORDERS 12
13. TERM 12
14. NOTICES 12
15. ENTIRE AGREEMENT 12

WSCA-NASPO DATA COMMUNICATONS
WASHINGTON PARTICIPATING ADDENDUM
WSCA Master Agreement No: [AR623]
Washington Contract No: 01114

1. **SCOPE**
Contractor and the Division of Purchasing and General Services, an agency of the Lead State have executed State Cooperative Contract, Contract Number AR623 for Data Communications Products and Services 14-19 ("WSCA-NASPO Master Price Agreement" or "Master Agreement"). The Master Agreement, as now or hereafter amended, is incorporated into this addendum ("Participating Addendum") as if set forth at length. This Participating Addendum covers the Data Communications Products and Services contracts led by the State of Utah for use by state agencies and other entities located in the Participating state of Washington authorized by that state's statutes to utilize state of Washington contracts with the prior approval of the state's chief procurement official. Capitalized terms not defined in this Participating Addendum shall have the meaning set forth in the Master Agreement. To the extent of a conflict of terms between the Master Agreement and this Participating Addendum, the order of precedence set forth in Section 1 of Attachment A of the Master Agreement shall apply.

2. **PRODUCTS AND SERVICES**
Contractor has been awarded in the following categories:

5.3.0 Unified Communications

3. **PRIMARY CONTACTS**
The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Murray Van Dyke
Address:	1146 N. Alma School Road Mesa, AZ 85201
Telephone:	602-629-8811
Fax:	623-201-4726
E-mail:	Murray.VanDyke@mitel.com

Washington State

Name:	Neva Peckham
Address:	1500 Jefferson Street SE/ PO Box 41411
Telephone:	(360) 407-9411
Fax:	(360) 586-2426
E-mail:	neva.peckham@des.wa.gov

The Parties will keep and maintain current at all times a primary point of contact for administration of this *Participating Addendum*.

4. **PARTICIPATION**
Use of specific WSCA-NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state of Washington 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.

5. **ACQUISITION AUTHORITY**
The Washington State Department of Enterprise Services (DES), enters into this Participating Addendum acting under the authority of the Revised Code of Washington (RCW) 39.26 which regulates the manner in which state agencies may acquire services.

6. Participating State Modifications or Additions to Master Agreement

6.1 Minority and Women's Business Enterprises (MWBE)

In accordance with the legislative findings and policies set forth in RCW 39.19, the State of Washington encourages participation in all of its contracts by minority and woman-owned businesses firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). While the state does not give preferential treatment, it does seek equitable representation from the minority and women's business community. In addition, the state welcomes participation by self-identified minority and woman-owned firms and strongly encourages such firms to become certified by OMWBE. Participation may be either on a direct basis or as a subcontractor to a Contractor.

6.2 Liens, claims and encumbrances

Subject to the terms of Section 28 of the Master Agreement, hardware for which DES or the Purchaser has paid in full, shall be free of all mechanic's and materialmen's liens, claims, or encumbrances of any kind, and if DES or the Purchaser requests, written documentation of same shall be delivered to the respective requestor.

6.3 Contract administration

6.3.1 State contract administrator

DES will appoint a single point of contact that will be the Contract Administrator for this Participating Addendum and will provide contract oversight. The Contract Administrator will be the principal contact for the Contractor for business activities under this Participating Addendum. DES will notify Contractor, in writing, when there is a new Contract Administrator assigned to this Participating Addendum.

6.3.2 Administration of term contract

DES may maintain Participating Addendum information and pricing and make it available on DES's web site. The Participating Addendum prices are the maximum price Contractor can charge. The Contractor may also offer volume discounts to Purchasers.

6.4 Contractor supervision and coordination

Contractor shall:

a. Supervise and coordinate the implementation and completion of all Participating Addendum requirements specified herein.

b. Identify the Contractor's Authorized Representative, who will be the principal point of contact for DES concerning Contractor's performance under this Participating Addendum.

c. Promptly notify the Contract Administrator in writing of any change of the designated Authorized Representative assigned to this contract.

Violation of any provision of this section may be considered a material breach establishing grounds for Participating Addendum termination.

6.5 Statewide Payee Desk

Contractors must register with the Statewide Payee Desk, maintained by DES, in order to be paid for sales under this Participating Addendum. Washington state agencies cannot make payments to Contractor until Contractor is registered. Registration materials are available here: Receiving Payment

from the State at
http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx.

6.6 Management fee

Contractor will pay a management fee of 0.74 percent to DES on the Net Purchase Price (as later defined) of all state contract sales. The management fee must be rolled into the Contractor's current pricing, and not shown as a separate line item on an invoice. Payment will be calculated for all sales, net of returns and credits. "Net Purchase Price" = Contractor's product list price, minus all applicable contract discounts, rebates or value added incentives and excluding sales, use or other applicable taxes, surcharges or like fees, to the extent applicable to an order.

DES may increase, reduce or eliminate the management fee, and reserves the right to negotiate Participating Addendum pricing with the Contractor when adjustment of the management fee might justify an increase in pricing. Written notifications of the management fee by DES become effective for new purchases or new change orders to existing purchases at the later of 1) 30 calendar days after notification (unless DES grants additional time) or 2) an Amendment to this Participating Addendum signed by both parties.

The state reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced and all management fees have been paid. Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the management fee may be cause for contract termination, the charging of interest or penalties, or the exercise of other remedies provided by law. Such audit 1) will be with at least thirty (30) business days advance written notice, 2) will be during normal business hours, 3) shall not unduly interrupt or interfere with Contractor's normal business operations, and 4) in the event that such audit is conducted by a third party, such third party shall, prior to conducting such audit, execute a confidentiality agreement for the benefit of Contractor in a form reasonably satisfactory to Contractor.

The management fee does not include or supersede fee terms owed to other entities such as the Western States Contracting Alliance (WSCA), National Association of State Procurement Officials (NASPO) or governmental entities other than the state of Washington.

Management fee payment must reference the Participating Addendum number, work request number (if applicable), the year and quarter for which the management fee is being remitted, and the Contractor's name as it is known to DES, if not already included on the face of the check. All payments are sent to:

Washington State Department of Enterprise services
Finance Department
1500 Jefferson St. S.E.
PO Box 41460
Olympia, WA 98504-1460

6.7 Contract sales report

The management fee will be based on total contract usage (Net Purchase Price of sales) under this Participating Addendum, which must be reported quarterly by the Contractor in the Contract Sales Reporting System at http://gaapoly01/CUS/Login.aspx?ReturnUrl=%2fCUS%2fDefault.aspx DES will provide a login password and a vendor number.

For each report, Contractor must identify every Purchaser who has made purchases during the reporting period. The "Miscellaneous" option may be used only with prior approval by DES, and use of this option without prior approval by DES may be cause for termination of this Participating Addendum. Refer sales reporting questions to the Contract Administrator.

Due date: Reports must be submitted electronically within 30 days after the end of the calendar quarter: no later than April 30, July 31, October 31 and January 31.

Failure to provide reports in accordance with the schedule above may be cause for termination of this Participating Addendum.

6.8 Other required term contract reports

DES may, upon sixty (60) days written notice, require the Contractor to provide a detailed annual contract sales history report. This report, if requested, will include at a minimum, but is not limited to: product description, part number or other product identifier, per unit quantities sold, and contract price. This report must be provided to DES in an electronic format that can be read by MS Excel. Unless this Participating Addendum specifies otherwise, all other required reports will be designed and approved by the parties by mutual agreement.

6.9 Common vendor-registration and bid-notification system

Contractor shall be registered in Washington's Electronic Business Solution (WEBS) at https://fortress.wa.gov/ga/webscust/, the state's common vendor-registration and bid-notification system. Contractors already registered need not re-register. It is the sole responsibility of Contractor to properly register and maintain an accurate vendor profile.

6.10 Contractor qualifications and requirements

DES reserves the right to require receipt of proof of compliance with any of the requirements in this section within 20 calendar days from the date of request, and to terminate this Participating Addendum as a material breach for noncompliance with any requirement of this Section 6.10. Contractor shall maintain compliance with these requirements throughout the life of this Participating Addendum.

6.10.1 Qualified and established business

Prior to performance, or prior to that time if required by DES, law or regulation, Contractor must be an established business with all required licenses, fees, bonding, facilities, equipment, and trained personnel necessary to meet all requirements and perform the work as specified in this Participating Addendum.

6.10.2 Contractor authority and infringement

Under this Participating Addendum, Contractor is authorized to sell only those Products and Services as stated in Section 6.10.2 herein. Contractor shall not intentionally misrepresent to Purchasers that it has the authority to sell any other materials, supplies, services and/or equipment under this Participating Addendum. Further, Contractor may not intentionally violate other established state of Washington contracts.

6.11 Payment

6.11.1 Advance payment prohibited

No advance payment shall be made for the Products and Services furnished by Contractor under this contract, with the exception of maintenance and subscription-based services. If mutually agreed with Purchaser, Contractor may invoice the Purchaser in advance for up to, but not more

than a one-year period for maintenance services unless Purchaser is not prohibited from doing so statute, administrative regulation, policy or otherwise.

Notwithstanding the above, maintenance payments, if any, may be made on a quarterly basis at the beginning of each quarter.

6.11.2 Payment

Payment is the sole responsibility of, and will be made by, the Purchaser.

Under Chapter 39.76 RCW , if Purchaser fails to make timely payment(s), Contractor may invoice for 1 percent per month on the amount overdue or a minimum of $1. Payment will not be considered late if payment is deposited electronically in Contractor's bank account or a check or warrant is mailed within the payment term specified in the Master Agreement.

Payment for Products received and for Services rendered shall be made by Purchaser and be redeemable in U.S. dollars. Any bank or transaction fees or similar costs associated with the use of purchasing/credit cards shall be fully assumed by the Contractor.

Note: when the state has been overcharged or otherwise reimbursed, the Purchaser may elect to have either direct payments or written credit memos issued. If the Contractor fails to make timely payment(s) or issuance of credit memos, the Purchaser may impose a 1% per month on the amount overdue sixty (60) days after notice to the Contractor.

6.11.3 Invoicing and discounts

Contractor must provide an invoice to Purchaser, as specified in this Section. All invoices are to be delivered to the address indicated in the purchase order.

Each invoice must be identified by the associated contract number; the Contractor's statewide vendor registration number assigned by the Washington State Office of Financial Management (OFM), the applicable Purchaser's order number, and must be in U.S. dollars. Invoices must be prominently annotated by the Contractor with all applicable prompt payment and/or volume discount(s) and shipping charges unless otherwise specified in this Participating Addendum.

Invoices for payment will accurately reflect all discounts due the Purchaser. Invoices will not be processed for payment, nor will the period of prompt payment discount commence, until receipt of a properly completed invoice (as specified in this Section) denominated in U.S. dollars and until all invoiced items are received .If Purchaser does not receive a properly completed invoice or received an invoice that contains items not received, Purchaser shall immediately notify Contractor in writing. If an adjustment in payment is necessary due to damage or dispute, any prompt payment discount period shall commence on the date final approval for payment is authorized.

6.12 Taxes, fees and licenses

6.12.1 Taxes

Where required by statute or regulation, the Contractor shall pay for and maintain in current status all taxes that are necessary for contract performance. Unless otherwise indicated, the Purchaser agrees to pay State of Washington taxes on all applicable materials, supplies, services and/or equipment purchased. No charge by the Contractor shall be made for federal excise taxes and the Purchaser agrees to furnish Contractor with an exemption certificate where appropriate.

6.12.2 Collection of retail sales and use taxes

In general, contractors engaged in retail sales activities within the State of Washington are required to collect and remit sales tax to Department of Revenue (DOR). In general, out-of-state contractors must collect and remit "use tax" to Department of Revenue if the activity carried on by the seller in the State of Washington is significantly associated with contractor's ability to establish or maintain a market for its products in Washington. Examples of such activity include where the contractor either directly or by an agent or other representative:

- Maintains an in-state office, distribution house, sales house, warehouse, service enterprise, or any other in-state place of business;
- Maintains an in-state inventory or stock of goods for sale;
- Regularly solicits orders from Purchasers located within the State of Washington via sales representatives entering the State of Washington;
- Sends other staff into the State of Washington (e.g. product safety engineers, etc.) to interact with Purchasers in an attempt to establish or maintain market(s); or
- Other factors identified in WAC 458-20.

6.12.3 Department of Revenue registration for out-of-state contractors

Out-of-state contractors meeting any of the above criteria must register and establish an account with the Department of Revenue. Refer to WAC 458-20-193, and call the Department of Revenue at 800-647-7706 for additional information. When out-of-state contractors are not required to collect and remit "use tax," Purchasers located in the State of Washington are responsible for paying this tax, if applicable, directly to the Department of Revenue.

6.12.4 Fees/Licenses

After award of contract, and prior to commencing performance under the contract, the Contractor shall pay for and maintain in a current status any licenses, fees, assessments, permit charges, etc., which are necessary for contract performance. It is the Contractor's sole responsibility to maintain licenses and to monitor and determine any changes or the enactment of any subsequent regulations for said fees, assessments, or charges and to immediately comply with said changes or regulations during the entire term of this contract.

6.12.5 Customs/Brokerage Fees

Contractor shall take all necessary actions, including, but not limited to, paying all customs, duties, brokerage, and/or import fees, to ensure that materials, supplies, and/or equipment purchased under the contract are expedited through customs. Failure to do so may subject Contractor to liquidated damages as identified herein and/or to other remedies available by law or contract. Neither DES nor the Purchaser will incur additional costs related to Contractor's payment of such fees.

6.12.6 Taxes on invoice

Contractor shall calculate and enter the appropriate state and local sales tax on all invoices. Tax is to be computed on new items after deduction of any trade-in in accordance with WAC 458-20-247.

6.12.7 Overpayments to Contractor

Contractor shall refund to Purchaser the full amount of any erroneous payment or overpayment (as verified by Contractor) under this Participating Addendum within 60 days' of receipt of written notice. If Contractor fails to make timely refund, Purchaser may charge Contractor 1 percent per month on the amount due, until paid in full.

6.13 Ownership of Pre-Existing Intellectual Property

Each party will retain the exclusive ownership of all its pre-existing Intellectual Property, Confidential Information and materials, including, without limitation, proprietary ideas, sketches, diagrams, text, know-how, concepts, proofs of concepts, artwork, software, algorithms, methods, processes, identifier codes or other technology that are owned by a party prior to commencement of any Services hereunder, or that are otherwise developed by or for such party outside the scope of this Agreement ("Pre-Existing Technology").

Pre-Existing Technology shall be available only to contractors or employees, of either party who have a legitimate business need to have access to such information and are under obligations of confidentiality.

6.14 Additional Roles

Upon request, the Contractor shall provide to the state of Washington a description of their roles and responsibilities related to electronic discovery, litigation holds, discovery searches and expert testimonies. The Contractor shall disclose its process for responding to subpoenas, service of process and other legal requests within a mutually agreed upon timeframe.

6.15 Lease Agreement

NOTE: Per the Contractor's Master Agreement, Leasing is an allowable payment option where permitted under local law. The terms and conditions of the capital lease financing arrangement will be separately negotiated and set forth in an agreement between the Purchaser and either Mitel or its designated and/or approved financing partner. Washington State agencies must follow the rules and guidelines for capital leases Washington State Treasurer's Office.

7. INDEMNIFICATION

Contractor will have the obligation to defend any claim, suit or proceeding brought against DES or Purchaser, so far as it is based on a claim that any Products infringe a copyright or issued patent or for a reasonable royalty on a published patent application enforceable in the United States (in all cases, such copyright or patent existing or issued no later than five years following the termination or expiration of this Contract or a patent application published as of the date of termination or expiration of this contract) or misappropriates a trade secret. Contractor shall pay all costs of such defense and settlement and any penalties, costs, damages and attorneys' fees awarded by a court of competent jurisdiction or reasonably incurred by DES or Purchaser. Contractor's obligations specified in this paragraph will be conditioned on:

a. DES or Purchaser notifying Contractor promptly in writing of the claim or threat thereof, but DES' or Purchaser's failure to provide timely notice shall only relieve Contractor from its defense obligations if and to the extent such late notice prejudiced the defense or resulted in increased expense or loss to Contractor;

b. DES or Purchaser agreeing to use its best efforts to encourage the Office of the Attorney General of Washington to give Contractor full and exclusive authority for the defense and settlement thereof and any subsequent appeal. In the event that DES or Purchaser has used its best efforts as aforesaid and the Office of the Attorney General of Washington participates in the defense and settlement of the claim and any subsequent appeal, DES or Purchaser agrees: (i) that any participation shall be at the cost and expense of DES or Purchaser; and (ii) that the Office of the Attorney General of Washington shall not prevent Contractor from settling the claim provided that any such settlement or compromise includes a release of the state of Washington and Purchaser from all liability arising out of the claim; and

c. DES or Purchaser providing information for and assistance with the defense and settlement thereof and any subsequent appeal.

If such claim has occurred, or in Contractor's opinion is likely to occur, DES and Purchaser agree to permit Contractor, at its option and expense, either to: (a) procure for Purchaser the right to continue using the Products; (b) replace or modify the same so that it becomes non-infringing; or (c) if neither of the foregoing alternatives is reasonably available, immediately terminate Contractor's obligations (and Purchaser's rights) under this Contract with regard to such Products, and, if Purchaser returns such Products to Contractor, refund to Purchaser the price originally paid by Purchaser to Contractor for such Products, less reasonable amortization for use.
Notwithstanding the foregoing, Contractor has no liability for any claim of infringement based upon: (a) the combination, operation, or use of any Products with equipment, devices, or software not supplied by Contractor, (b) alteration or modification of any Products; or (c) Contractor's compliance with Purchaser's designs, specifications, or instructions; unless the claim arose against Contractor's Product independently of any of these specified actions.
Contractor also shall have no liability for any claim based upon the amount or duration of use that Purchaser makes of the Product or revenue from services provided by Purchaser to external or internal customers that utilize the Products, except that this does not limit Contractor's obligations under subsection 7.1 for claims alleging infringement of the Products and Reports themselves.

Notwithstanding any other provisions hereof, Contractor shall not be liable for any claim based on Purchaser's use of the Products after Contractor has informed Purchaser of modifications or changes in the Products required to avoid such claims and offered to implement those modifications or changes, if such claim would have been avoided by implementation of Contractor's suggestions.
The foregoing states the entire obligation of Contractor and its suppliers and the exclusive remedy of Purchaser with respect to infringement or misappropriation of intellectual property rights. The foregoing is given to DES and Purchaser solely for their benefit and in lieu of, and Contractor DES claims, all warranties of non-infringement with respect to the Products.

8. **CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF**
Notwithstanding any of the terms in Section 5 of the Master Agreement, the following terms apply as required by State of Washington Statute RCW 42.56. The terms set forth below replace the terms set forth in such Section 5 when inconsistent. When not inconsistent, these terms shall supplement such Section 5. Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this PA or its performance may consist of Confidential Information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other state or federal statutes. Contractor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this PA, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this PA, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without Purchaser's express written consent or as provided by law. Contractor agrees to release such information or material only to employees or Subcontractors reasonably necessary to further the purpose of this PA. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

Immediately upon expiration or termination of this PA, Contractor shall, at Purchaser's or DIS' option: (i) certify to Purchaser or DIS that Contractor has destroyed all Confidential Information; or (ii) return all

Confidential Information to Purchaser; or (iii) take whatever other steps Purchaser or DIS requires of Contractor to protect Purchaser's Confidential Information.

Violation of this section by Contractor or its Subcontractors may result in termination of this PA and demand for return of all Confidential Information, monetary damages, or penalties.

The obligations imposed by this PA shall not apply to any information that: (a) is already in the possession of, is known to, or is independently developed by Contractor; or (b) is or becomes publicly available through no fault of Contractor; or (c) is obtained by Contractor from a third person without breach by such third person of an obligation of confidence with respect to the Confidential Information disclosed; or (d) is disclosed without restriction by the Purchaser; or (e) is required to be disclosed pursuant to the lawful order of a government agency or disclosure is required by operation of the law.

9. RECORDS RETENTION

The Contractor will maintain, or require the maintenance of all records necessary to properly account for the payments made to the Contractor for costs authorized by this Participating Addendum. These records will be retained by the Contractor for at least six years after the Participating Addendum terminates or until all audits initiated within the six years have been completed, whichever is later. The Contractor agrees to allow WSCA-NASPO, State and Federal auditors, and state agency staff access, so authorized by law, rule, regulation or contract, when applicable, to all the records of this Participating Addendum and any order placed under this Participating Addendum, for audit and inspection, and monitoring of services. Such access will be 1) with at least thirty (30) business days advance written notice, during normal business hours, 2) shall not unduly interrupt or interfere with Contractor's normal business operations, and 3) in the event that such audit is conducted by a third party, such third party shall, prior to conducting such audit, execute a confidentiality agreement for the benefit of the Contractor in a form reasonably satisfactory to Contractor. It is agreed that books, records, documents, and other evidence of accounting procedures and practices related to Contractor's cost structure, including overhead, general and administrative expenses, and profit factors shall be excluded from Purchaser's review unless the cost or any other material issue under this Contract is calculated or derived from these factors.

10. TERMINATION

This Participating Addendum may be terminated in accordance with the same terms as set forth in the WSCA Master Agreement.

11. SUBCONTRACTORS

All Contractor's Fulfillment Partners, as defined in the Master Agreement, authorized in the state of Washington, as shown on the dedicated Contractor's (cooperative contract) website, are approved to provide sales and service support to participants in the WSCA-NASPO Master Agreement, e.g. for direct order taking, processing, fulfillment or provisioning. The Fulfillment Partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

Subject to approval of the state of Washington, and at the sole discretion of Contractor, Contractor may add Fulfillment Partners at any time during the term of this Participating Addendum. Contractor may designate a minimum of two Fulfillment Partners and no set maximum number of Fulfilment Partners to provide sales and services support . Contractor, in its sole discretion, is not required to add, and may delete upon thirty (30) days written notice, any Fulfillment Partner who does not meet Contractor's established qualifying criteria, or where the addition of the entity would violate any state or federal law or regulation.

12. 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.

Purchasers may place orders directly only through Contractor's approved Fulfillment Partners or through Contractor for products or services as authorized under this Participating Addendum. Only those Fulfillment Partners approved and listed during the term of Participating Addendum at Contractor's website are authorized to directly provide quotes, receive purchase orders, invoice Customers, and receive payment from Purchasers on Contractor's behalf.

Except as otherwise set forth in the qualifying criteria, Contractor will not, directly or indirectly, restrict any Fulfillment Partner's participation or ability to quote pricing for a Customer. The approved Fulfillment Partners will not offer less favorable pricing discounts than the contract discounts established by Contractor under the Master Agreement. However, the Fulfillment Partner may offer any additional incremental discounts to state of Washington, and such additional discounts if offered, may be provided in the discretion and as the sole legal obligation of the approved Fulfillment Partner to the state of Washington.

The Master Agreement number and the State Contract Number must appear on every Purchase Order placed under this Participating Addendum.

13. TERM

The term of this Participating Addendum shall begin on the *later of* June 1, 2014, or the date of last signature below. The term shall continue for a period ending on the Termination Date of the Master Agreement or when this Participating Addendum is terminated in accordance with the Master Agreement, whichever shall occur first.

14. NOTICES

Notwithstanding anything contained in the Master Agreement to the contrary, all notices required or permitted under this Participating Addendum will be in writing and will be deemed given: (a) when delivered personally; (b) when sent by confirmed facsimile or electronic mail (in the case of Mitel to CMG@mitel.com, and to murray.vandyke@mitel.com); (c) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt. All communications will be sent to the addresses set forth Section 3 of this Participating Addendum or such other address as may be designated by a party by giving written notice to the other party pursuant to this paragraph, or, in the absence of such an address from Customer, to the address to which the last invoice under this Participating Addendum was sent before notice is served.

Notwithstanding the foregoing, notices regarding changes in pricing, Software license terms, policies or programs may be by posting on Mitel.com or by e-mail or fax.

15. ENTIRE AGREEMENT

1. This Participating Addendum and the Master Agreement (including all amendments and attachments thereto) constitute the entire agreement between the parties concerning the subject matter of this Participating Addendum and replaces any prior oral or written communications between the parties, all of which are excluded. There are no conditions, understandings, agreements, representations or warranties,

expressed or implied, that are not specified herein. This Participating Addendum may be modified only by a written document executed by the parties hereto. This Participating Addendum may be executed in counterparts with the same effect as if both parties signed the same document. The counterparts shall be construed together and shall constitute one and the same original Participating Addendum. A signature on this Participating Addendum by one party communicated to the other by electronic transmission, such as by PDF, e-mail or facsimile, will constitute execution of this Participating Addendum.

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

State of Washington Department of Enterprise Services		Contractor: Mitel Business Systems, Inc.	
By:		By:	
Name: Neva Peckham	Date: 3/12/15	Name: Joseph Vitalone	Date: 3/11/15
Title: Contracts Specialist		Title: EVP Mitel Networks	
SCOTT SMITH			
Name: ~~Dale Colbert~~	Date: 3/17/15	Name:	Date:
Title: Unit Manager		Title:	
~~CHERYL JONES~~			
Name: ~~Christine Warnock~~	Date: 3/17/15	Name:	Date:
Title: State Purchasing Agent		Title:	
CHRISTINE WARNOCK			