

T98-TSD-310 – NOVELL CUSTOMER CONNECTIONS MASTER LICENSE AGREEMENT

Contract Amendment

Date Issued: 2/13/14

Effective Date: Upon Signature of MCC Authorizing Manager

Amendment Number: 14-01

Contractor Name: Novell, Inc.

This Contract Amendment is issued under the provisions of [the contract referenced above]. The changes authorized are within the scope of the original contract. All rights and obligations of the parties are governed by the terms of the original contract, including any subsequent amendments, which are hereby incorporated by reference.

Purpose of Amendment

WHEREAS: The Lead State has a Master License Agreement (MLA) No. T98-TSD-310 with Novell, Inc and Department of Information Services, Technology Brokering Services Olympia WA and

WHEREAS: The MLA was amended by the Lead State to change name of customer and insert contract management fee notice.

NOWHEREFORE: This amendment is entered into between the parties as of the effective date identified by on the approving official signature block. It amends MLA No T98-TSD-310. Except for changes made by this Amendment, the MLA remains unchanged and in full force and effect until the MLS is either cancel or expires whichever occurs first.

Effective immediately upon signature of approving official, remove in its entirety on the MLA, Addendums, Forms, Exhibits, and Schedules the old customer name of Department of Information Services (DIS) Technology Brokering Services 605 E 11th Ave, PO Box 42445 Olympia, WA 98504-2445 and replace with Department of Enterprise Services (DES) 1500 Jefferson St. SE, Olympia WA 98501.

Effective immediately upon signature of approving official, the contractor shall pay the Department of Enterprise Services (DES) a fee equal to 0.74% (management fee) of the total price, less any taxes, returns, credits or adjustments, of all sales (total net sales) under this master license agreement. Contractor shall hold the management fee in trust for DES until such fees are remitted to DES.

The management fee will be included in contractor's pricing as set forth in the contract (including all amendments), and will not be included as a separate line item on any invoice submitted to a purchaser.

DES may, at its sole discretion, increase, decrease, or eliminate the management fee upon thirty (30) days written notice to contractor. Any decrease to or elimination of the management fee, shall be reflected in the contract pricing commensurate with the adjustment. DES reserves the right to negotiate contract pricing with the contractor in the case of an upward adjustment of the management fee.

Contractor will provide DES with a sales report detailing total net sales for the preceding quarter ("Sales Report"), in accordance with the Sales & Subcontractors Report of this amendment using the requirements and schedules set forth below. DES will send an invoice within 30 days after each quarter, based on the sales report. Payment of the management fee is due within (30) days of the date of the DES invoice.

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 the total net sales to submit a timely sales 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.

Management fee payment must reference the contract number, Work Request Number (if applicable), the year and quarter of 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 must be sent to:

Name:	State of Washington, Dept of Enterprise Services Finance Dept
Address:	1500 Jefferson Street Mail Stop 41460 Olympia WA 98501
Additional:	Contract #: Quarter/Year: Contractor's Name as it is known to DES (if not already included on face of the check)

NOVACOAST, Inc.

Contract Sales and Reporting System

Contract Sales and Reporting System is the on-line usage reporting system which will be available as a tool to report quarterly contract sales by customer. Prior to the due date for your report, an account will be established, and a log-in provided. The location of the tool is <https://fortress.wa.gov/ga/apps/CSR/login.aspx>.

Reports will be submitted in the month following the quarter-end and before the "Report Due" dates as shown below:

Quarter	Quarter Ends	Report Due
1 st	March 31 st	April 30 th
2 nd	June 30 th	July 31 st
3 rd	September 30 th	October 31 st
4 th	December 31 st	January 31 st

Except for the changes mention above, this concludes all the changes, and both parties continue to abide by the Master License Agreement T98-TSD-310 and approved amendments.

Authorizing Signatures

For Contractor: *Novacoast, Inc*

Contractor Name: *Janice Newlon*
 Phone: *800 949 9933 x 4156*
 Address: *1505 Chapula St*
 City, state, zip: *Santa Barbara, CA 93101*
 Email: _____

Signature: *[Signature]*
 Date: *2/19/14*

Usage Report POC Name: *Pick Cox*
 Phone: *800 949 9933 x5000*
 Email: *156@novacoast.com*

For State of Washington:

Bryan Barnett, DES Master Contracts and Consulting (MCC)
 (360) 407-8256
 PO Box 41411
 Olympia WA 98504-1411
Bryan.Barnett@des.wa.gov

Signature: *[Signature]*
 Date: *2/21/14*

MCC Authorizing Manager:

Signature: *[Signature]*
 Date: _____