

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014

COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES

MASTER PRICE AGREEMENT NUMBERB27175

Between

Sun Microsystems, Inc.

[hereinafter "Contractor"]

and

State of Alaska

[hereinafter "Participating State"]

WN2010-0019

Page 1 of 4

1. **Scope:** This Addendum covers the WSCA/NASPO PC Contracts 2009-2014 (Computer Equipment, Peripherals and Related Services) led by the State of Minnesota for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts.

2. **Participation:** Use of specific WSCA/NASPO cooperative contracts by state agencies, political subdivisions, and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the 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. **Changes:** No Changes Are Required

4. **Continuation of Participation from WSCA/NASPO PC Contracts 2004-2009:** To the extent permitted by the laws and rules of the state in which an individual participating entity is located, valid participating addenda for the WSCA/NASPO PC Contracts 2004-2009 are hereby extended to include participation in the WSCA/NASPO PC Contracts 2009-2014 under the same terms and conditions in the current participating addendum.

If re-execution of a participating addendum or amendment to an existing participating addendum is required by a participating entity, the authorization to participate in the WSCA/NASPO PC Contracts 2004-2009 is sufficient to permit participation in the WSCA/NASPO PC Contracts 2009-2014, unless specifically denied by the appropriate chief state procurements official.

5. **Lease Agreements:** No Leasing Is Authorized Under this Addendum.

6. Primary Contacts

The primary government contact individuals for this Addendum are as follows (or their named successors):

Lead State

Name: Bernadette Kopischke
Address: 112 Admin Bldg, St Paul, MN 55155
Telephone: (651) 201-2450
Fax: (651) 297-3996
E-mail: bernie.kopischke@state.mn.us

Contractor

For Contract Matters

Name: Jack Nichols
Title: Manager, Contracts
Address: 7900 Westpark Drive
1700 McLean, VA 22102
Telephone: (703) 204-4108
Fax: (703) 208-5830
E-mail: jack.nichols@Sun.com

For Program Matters

Name: Chris Reaume
Title: WSCA Program Manager
Address: 1000 Town Center, Ste.
Southfield, MI 48075
Telephone: (248) 412-4067
Fax: (248) 412-4067
Email: christopher.reaume@Sun.com

Participating State

Name: Jason Soza
Address: PO Box 110210, Juneau, AK 99811-0210
Telephone: (907) 465-5682
Fax: (907) 465-2189
E-mail: jason.soza@alaska.gov

7. Servicing Subcontractors:

Sun Resellers are eligible to support this Participating Addendum. Resellers are authorized to perform all aspects of the WSCA Contract and this Participating Addendum including taking Purchase Orders direct, fulfilling Purchase Orders, invoicing and receiving payment from Ordering Activities. As the holder of the WSCA Master Price Agreement (MPA) and the Participating Entity's Addendum, Sun is responsible for any reports and/or fees that are required per the terms of the MPA and the Participating Entity as set forth above.

All contractor authorized business partners listed on the state's landing page on this website www.sun.com/wsc

8. Orders and Payments:

Unless otherwise identified under Paragraph 7 above, orders and payments may be made directly to Sun:

A. Orders are to be submitted to:

Sun Microsystems, Inc.
4150 Network Circle
Santa Clara, CA 95054
Fax: 510-217-4296
E-mail: edu-csr@Sun.com

B. Payments (Participating Entity is to select the payment address closest to its location:

Sun Microsystems, Inc.
c/o Bank of America San Francisco
Dept. 1489
P.O. Box 61000
San Francisco, CA 94161

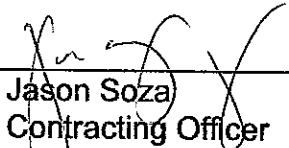
All purchase orders issued by purchasing entities with the jurisdiction of this Addendum must include the Participating State contract number: WN2010-COMP0019; and the Master Price Agreement Number: B27175

8. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services. Contractor is not responsible to report any ARRA funded orders to the ordering entity unless the Contractor has been informed as required above.

This Addendum and the Master Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Price

Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

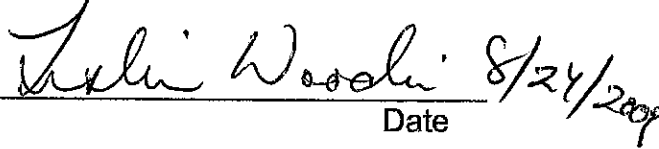
IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by Contractor below.



Jason Soza
Contracting Officer
State of Alaska

9/24/09

Date



Terlin Woodli
Date

8/24/2009

Sun Microsystems, Inc.