

# STATE OF MONTANA TERM CONTRACT

Department of Administration  
 State Procurement Bureau  
 165 Mitchell Building  
 PO Box 200135  
 Helena, MT 59620-0135  
 Phone: (406) 444-2575 Fax: (406) 444-2529  
 TTY Users-Dial 711  
<http://gsd.mt.gov/>

**T.C. #: NASPO ValuePoint AR-619**  
**Infoblox, Inc.**  
**Title: Data Communications Products and Services**

CONTRACT TERM	FROM	June 1, 2014	CONTRACT STATUS	NEW (x)
	TO	May 31, 2019		RENEW ( )
VENDOR ADDRESS	Infoblox Inc. 3111 Coronado Drive Santa Clara CA 94402		ORDER ADDRESS	
ATTN:	Chris Hendee		ATTN:	
PHONE:	719-629-7520		PHONE:	
FAX:	408-986-4001		FAX:	
E-MAIL:	chendee@infoblox.com		E-MAIL:	

PRICES: Per NASPO ValuePoint Master Agreement  
 DELIVERY: Per NASPO ValuePoint Master Agreement  
 TERMS: Per NASPO ValuePoint Master Agreement

REMARKS: This contract was established by the NASPO ValuePoint Cooperative Purchasing Organization. NASPO ValuePoint competitively issues and awards cooperative contracts while leveraging the demand of multiple states to achieve the best possible contracts.

Current pricing schedules may be viewed by going to [www.naspovaluepoint.org](http://www.naspovaluepoint.org) clicking on "current contracts", scrolling down to Data Communications Equipment and Associated OEM Maintenance & Training (NASPO ValuePoint -UT), Infoblox Inc., Webpage for NASPO ValuePoint Contracts.

**Executive Branch agencies;** excluding elected official agencies, SITSD, and the entities identified in §2-17-516, MCA; **may not procure servers, storage, and cloud services.**

This contract is for University System and qualified Political Subdivision use ONLY. This contract is NOT for State Agency use without SITSD approval.

NASPO ValuePoint	 Rick Dorvall, CONTRACTS OFFICER	DATE: 10/24/2016
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**AUTHORIZED SIGNATURE**

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

MASTER AGREEMENT  
**Infoblox Inc.**  
(hereinafter "Contractor")  
Master Agreement No: AR619

And  
State of Montana  
(hereinafter "Participating State/Entity")

1. **Scope:** 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/Entity** authorized by that state's statutes to utilize **state/entity** contracts with the prior approval of the state's chief procurement official. The terms and conditions of the Master Agreement referenced above, as now or hereafter amended, are incorporated in their entirety into this Participating Addendum. Capitalized terms not defined in this Participating Addendum shall have the meaning set forth in the Master Agreement.

2. **Participation:** Use of specific NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **state/entity** 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.

**COOPERATIVE PURCHASING:** Under Montana law, public procurement units, as defined in 18-4-401, MCA, have the option of cooperatively purchasing with the State of Montana. Public procurement units are defined as local or state public procurement units of this or any other state, including an agency of the United States, or a tribal procurement unit. Unless the bidder/offeror objects, in writing, to the State Procurement Bureau prior to the award of this contract, the prices, terms, and conditions of this contract will be offered to these public procurement units. However, the State Procurement Bureau makes no guarantee of any public procurement unit participation in this contract.

3. **Participating State Modifications or Additions to Master Agreement:**  
(These modifications or additions apply only to actions and relationships within the Participating State/Entity)

**ACCESS AND RETENTION OF RECORDS:** Contractor agrees to provide the department, Legislative Auditor, or their authorized agents access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of eight years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

**ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** Contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

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**COMPLIANCE WITH LAWS:** Contractor shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Contractor subjects subcontractors to the same provisions. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016 Contractor agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

**NON-COMPLIANCE WITH DEPARTMENT OF ADMINISTRATION REQUIREMENTS:** The Department of Administration, pursuant to section 2-17-514, MCA, retains the right to cancel or modify any contract, project or activity that is not in compliance with the Department's Plan for Information Technology, the State Strategic Plan for Information Technology, or any statewide IT policy or standard.

**NON-EXCLUSIVE CONTRACT:** The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

**REDUCTION OF FUNDING:** The State must by law terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance of this contract in a subsequent fiscal period. (18-4-313(4), MCA.) If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this contract (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, the State shall terminate this contract as required by law. The State shall provide Contractor the date the State's

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termination shall take effect. The State shall not be liable to Contractor for any payment that would have been payable had the contract not been terminated under this provision. As stated above, the State shall be liable to Contractor only for the payment, or prorated portion of that payment, owed to Contractor up to the date the State's termination takes effect. This is Contractor's sole remedy. The State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

**REGISTRATION WITH THE SECRETARY OF STATE:** Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

**VENUE:** This interpretation of this Participating Addendum or any order placed against the Master Agreement are governed by the laws of Montana without reference to Montana's conflict of laws principles. The parties agree that any litigation concerning this Participating Addendum or an order placed against the Master Agreement must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

To the extent of a conflict in terms between the NASPO Master Agreement and this Participating Addendum, the following descending order of precedence shall apply:

1. Participating Addendum "Statutory Requirements"
2. Participating Addendum (remainder of addendum)
3. NASPO Master Agreement

4. Lease Agreements: No Lease agreements are authorized under this participating addendum.

5. Primary Contacts: The primary contact individuals for this Participating Addendum are

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as follows (or their named successors):

Contractor

Name	Chris Hendee
Address	3111 Coronado Drive, Santa Clara, CA 94402
Telephone	719-629-7520
Fax	
E-mail	<a href="mailto:chendee@infoblox.com">chendee@infoblox.com</a>

Participating Entity

Name	Rick Dorvall
Address	125 North Roberts St., Helena, MT 59620
Telephone	406-444-3366
Fax	406-444-2529
E-mail	<a href="mailto:rckdorvall@mt.gov">rckdorvall@mt.gov</a>

Each party may update its primary contact information from time to time by providing written notice.

6. **Subcontractors:** All of Contractor's authorized resellers authorized in the Participating State/Entity as shown on the Infoblox NASPO website, are approved to provide sales and service support to participants in the NASPO Master Price Agreement. The reseller's participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. Subject to approval of the Participating State/Entity, and at the sole discretion of Contractor, Contractor may add resellers for the Participating State/Entity at any time during the term of this Participating Addendum. Contractor, in its sole discretion, may delete any reseller upon 30 days written notice.

7. **Orders:** Any Order placed by a Participating State/Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be 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. Unless otherwise agreed by Contractor, Participating Entity may purchase Products and related services only through Contractor's authorized resellers listed during the term of Participating Addendum at Contractor's NASPO website. Contractor will not restrict any listed authorized reseller's participation or ability to quote pricing for a Purchasing Entity. Contractor will require each listed authorized reseller to offer Products under the terms and conditions of the Master

**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  
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Master Agreement and this Participating Addendum. The authorized reseller may offer any additional terms and/or incremental discounts to Participating State/Entity beyond those set forth in the Master Agreement, and such additional terms or discounts if offered, are provided at the discretion and as the sole legal obligation of the authorized reseller to the Participating State/Entity. Authorized resellers do not have authority to bind or obligate Contractor in any way. Authorized resellers will be solely responsible for the delivery and fulfillment of Orders and any additional terms and/or incremental discounts offered by the reseller.

8. 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 or expiration of the Master Agreement or in the event this Participating Addendum is terminated as set forth below, whichever occurs first. Either the Participating State/Entity or Contractor may terminate this Participating Addendum upon 30 days written notice, provided that termination by Contractor will not affect any outstanding bids or solicitation responses which shall continue for the period set forth in such bid or response.

9. Notices: All notices required or permitted under this Participating Addendum or the Master Agreement will be in writing and will be deemed given: (a) when delivered personally; (b) 3 days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (c) one business 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 5 of this Participating Addendum (and notices to Contractor shall include a copy to Attention: Legal) or such other address as may be designated by a party by giving written notice to the other party pursuant to this paragraph. Notwithstanding the foregoing, notices regarding changes in pricing, product lists, license terms, policies or programs may be made by posting on Contractor's WSCA-NASPO website.

10. Entire Agreement: 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.

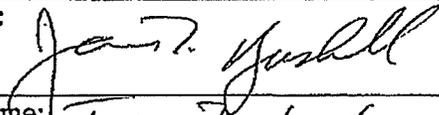
The Master Agreement number and the State Contract Number must appear on every Order placed under this Participating Addendum.

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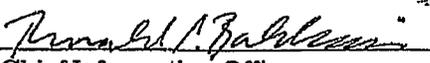
**And  
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IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State/Entity:	Contractor: Infoblox Inc.
By: 	By: 
Name: Cheryl Gray	Name: James Bushnell
Title: Administrator	Title: Director of Legal
Date: 10/3/16	Date: 9/29/2016

Approved as to Legal Content:

 8/16/2016 (Date)  
 Legal Counsel

 8/19/16 (Date)  
 Chief Information Officer Approval  
 Department of Administration

**WSCA-NASPO  
 COOPERATIVE PURCHASING  
 ORGANIZATION, LLC**