

**PARTICIPATING ADDENDUM**  
**for**  
**STATE OF NEVADA**  
**WESTERN STATES CONTRACTING ALLIANCE**

**FOUNDRY NETWORKS, INC.**  
**MASTER PRICE AGREEMENT NO. AR-214**  
**for**  
**DATA COMMUNICATIONS EQUIPMENT**

1. **Scope:** This Participating Addendum adds the State of Nevada as a Participating State to purchase from WSCA Master Price Agreement No. AR-214 with Foundry Networks, Inc. All governmental entities within the State of Nevada including all State Agencies, the University and Community College System, the Court System, Legislative Counsel Bureau, Cities, Counties, Public Schools, Institutions of higher education and political subdivisions are authorized to purchase Data Communications Equipment Products and Services under Master Price Agreement No. AR-214.

This agreement is not a purchase order, nor does it guarantee any purchases to be made by the State of Nevada.

**Political Subdivision Participation:** Participation under this contract by political subdivisions (i.e. colleges, school districts, counties, cities, etc.) will be voluntarily determined by the political subdivision. The contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.

**Purchase Orders:** Orders over \$1,000.00 for Nevada State Agencies will be placed by formal purchase order issued by the Nevada State Purchasing Division. All orders will be shipped promptly in accordance with delivery guarantee and invoices shall be submitted to Nevada State Purchasing for payment. Invoices and all correspondence related to an individual order will reflect the purchase order number issued by the Nevada State Purchasing Division. Orders under \$1,000.00 may be purchased direct by the using agency.

2. **Changes to Master Price Agreement:** The following provision is applicable to this Participating Addendum only and is in addition to the provisions contained in the Master Price Agreement.

**Nevada Quarterly Reporting**

Foundry Networks Inc. will provide a quarterly sales report showing the gross Nevada sales for the quarterly period just ended to the Primary Contact (Paragraph 4. below) in accordance with the following schedule:

<u>Quarter Ending</u>	<u>Report Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

The quarterly report will be subtotaled by Purchasing Entity name by State agency or political subdivision. The quarterly report will also include any adjustments from prior periods, if applicable.

3. **Lease Agreements:** Lease agreement terms and conditions have not been approved for use by Purchasing Entities under this Participating Addendum.
4. **Primary Contact:** The primary state government contact for this participating addendum is as follows:

Contact:	Marti Marsh, Purchasing Officer
State/Political Entity:	State of Nevada, Department of Administration Purchasing Division
Address:	515 E. Musser Street, #300
City, State, Zip:	Carson City, NV 89701
Phone:	(775) 684-0180
Fax:	(775) 684-0188
Email:	<a href="mailto:mmarsh@purchasing.state.nv.us">mmarsh@purchasing.state.nv.us</a>
5. **Price Agreement Number:** All purchase orders issued by Purchasing Entities within the jurisdiction of this Participating Addendum shall include the following: Master Price Agreement Number: AR-214.
6. **Subcontractors, Authorized Resellers:** Subcontractors and/or authorized resellers will be listed on the State of Nevada, Purchasing Division's contract website.
7. **Effective Date and Contract Period:** Pursuant to Nevada law, this Participating Addendum shall be effective upon the date of final execution by the State. The Contract Period will be from the date of final execution by the State to May 31, 2010, with the option of two (2) one-year extensions, upon agreement by both parties.
8. **Jurisdiction and Venue:** This Contract, its amendments and supplements thereto, shall be governed by the laws of the State of Nevada. Venue for all legal proceedings arising out of the Contract, or breach thereof, shall be in the State or Federal Court with competent jurisdiction in Carson City, Nevada.
9. **Termination of the Participating Addendum:** This Participating Addendum may be canceled by the State of Nevada, Purchasing Division at any time, with or without cause, upon 30 days written notice to the contract vendor. In the event the contract vendor is in default, the contract is subject to immediate cancellation to the extent allowable by applicable law. In the event of such a cancellation, the contract vendor shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed and accepted. This Participating Addendum may be canceled by the contract vendor upon 60 days written notice to the State of Nevada, Purchasing Division.

This participating addendum and the WSCA Master Price Agreement, Number AR-214 (administered by the State of Utah) 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 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 Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

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

Government Entity:  
State of Nevada, Purchasing Division

By: Marti Marsh

Name: Marti Marsh

Title: Purchasing Officer

Date: August 8, 2007

Contract Vendor:  
Foundry Networks, Inc.

By: Daniel W. Fairfax

Name: DANIEL W. FAIRFAX

Title: CFO

Date: 1/15/08