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STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-20-70-47-02
AMENDMENT 5

DATA COMMUNICATIONS

Utah NASPO ValuePoint Master Agreement Number AR3189

Ericsson Enterprise Wireless Solutions, Inc. (Contractor)

The parties mutually agree to amend Participating Addendum 7-20-70-47-02 as follows:

1) Agreement is extended from September 30, 2026, to January 28, 2027. **Section 2. TERM, subparagraph A** is revised to read as follows:

   A. The term of this Participating Addendum shall begin June 1, 2020, or upon signature approval by the State, whichever is later and will end January 28, 2027, or upon termination by the State, whichever occurs first.

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

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

STATE OF CALIFORNIA	**CONTRACTOR**
Department of General Services	Ericsson Enterprise Wireless Solutions, Inc.
Agency Name	*Contractor Name*
Julie Matthews Digitally signed by Julie Matthews Date: 2026.09.18 09:10:09 -07'00' 9/18/2026	Signed by: Linda Hutchinson 02F333EC016C41F... 14 September 2026 | 18:36:55 CES
Authorized Signature *Date Signed*	*Authorized Signature* *Date Signed*
Julie Matthews, MAU2 Supervisor	Linda Hutchinson SVP, Global Partner Programs & Strategy
Printed Name/Title of Person Signing	*Printed Name/Title of Person Signing*
707 Third Street West Sacramento, CA 95605	1100 W. Idaho Street, Suite 800 Boise, Idaho 83702
Address	*Address*

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STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-20-70-47-02
AMENDMENT 4

DATA COMMUNICATIONS

Utah NASPO ValuePoint Master Agreement Number AR3189

Ericsson Enterprise Wireless Solutions, Inc. (Contractor)

The parties mutually agree to amend Participating Addendum 7-20-70-47-02 as follows:

1) Contractor name is changed from Cradlepoint, Inc. to Ericsson Enterprise Wireless Solutions, Inc. All references to Cradlepoint, Inc. (or "Contractor") within the Participating Addendum are hereby revised to Ericsson Enterprise Wireless Solutions, Inc. ("Contractor").

2) **Section 16. CONTRACT MANAGEMENT, subparagraph A** is revised to read as follows:

   A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor	**Contract Manager**
Name:	Stephanie Wildman, NIGP-CPP, CPPB
Phone:	(208) 493-5040
Email:	NASPO.enterprise.wireless@ericsson.com
Address:	Ericsson Enterprise Wireless Solutions, Inc. Attn: Stephanie Wildman 1100 W. Idaho Street, Suite 800 Boise, Idaho 83702

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

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

STATE OF CALIFORNIA	**CONTRACTOR**
Department of General Services	Ericsson Enterprise Wireless Solutions, Inc.
Agency Name	*Contractor Name*
Julie Matthews Digitally signed by Julie Matthews Date: 2026.01.20 14:04:37 -08'00' 1/20/2026	Signed by: Linda Hutchinson 02F333EC016C41F... 16 January 2026 | 20:40:43 CET
Authorized Signature *Date Signed*	*Authorized Signature* *Date Signed*
Julie Matthews, MAU2 Supervisor	Linda Hutchinson VP, Global Partner Programs & Str
Printed Name/Title of Person Signing	*Printed Name/Title of Person Signing*
707 Third Street West Sacramento, CA 95605	1100 W. Idaho Street, Suite 800 Boise, Idaho 83702
Address	*Address*

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-20-70-47-02
AMENDMENT 3

DATA COMMUNICATIONS

Utah NASPO ValuePoint Master Agreement Number AR3189

Cradlepoint, Inc. (Contractor)

The parties mutually agree to amend Participating Addendum 7-20-70-47-02 as follows:

1) **Section 21. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) REPORTING** is hereby deleted and replaced with the following:

21 GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI)

DEFINITIONS:
For purposes of this Section, the following terms shall be given the meaning shown below. Capitalized terms used below and not defined in this Section shall have the meaning set forth in Section 1 (Definitions) or in the text of the IT General Provisions (rev. 09/05/2014)

Artificial Intelligence (AI): an engineered or machine-based system that varies in its level of autonomy and that can, for explicit or implicit objectives, infer from the input it receives how to generate outputs that can influence physical or virtual environments (Gov Code §§ 11549.64 & 11546.45.5).

GenAI Training Data: any content, information, or data that is used to train, tune, test, or validate a GenAI, including text, images, video, audio, code, or similar types of input.

Generated Data: any output, results, content, or other data that is produced by GenAI, including but not limited to text, images, video, audio, code, or similar types of output.

Generative AI (GenAI): an AI system that can generate derived synthetic content, including text, images, video, and audio, that emulates the structure and characteristics of the system's GenAI Training Data (Gov Code §11549.64).

Hallucination: Generated Data that is nonsensical, false, or misleading, and is not based on real or existing data, but is instead produced by bias or the GenAI's extrapolation or creative interpretation of its Gen AI Training Data.

Materially Impacts: shall have the same meaning set forth in State Administrative Manual (SAM) 4986.2.

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Prompt: any written, spoken, or rendered information provided as a query, command, or other form of input, to any GenAI in connection with this Contract. For avoidance of doubt, Prompt includes any input automatically detected or created by the GenAI, as well as any derivate works of a Prompt or collection of Prompts.

GENAI DISCLOSURE OBLIGATIONS:

Disclosure Obligations:

a) Contractor must immediately notify the State in writing if it: (1) intends to provide GenAI as a Deliverable to the State; or (2) intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any Deliverable that materially impacts: (i) functionality of the System, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term “materially impacts” shall have the same meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.
b) Such notification shall be provided to the State designee identified in this Contract.
c) At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.
d) If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

Failure to Disclose or Discontinue GenAI Use: The State, at its sole discretion, may consider Contractor’s failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract, for default pursuant to Section 23 (Termination for Default) of the IT General Provisions (rev. 09/05/2014)

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All other terms and conditions of the Participating Addendum shall remain in full force and effect.

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

STATE OF CALIFORNIA	**CONTRACTOR**
Department of General Services	Cradlepoint, Inc.
Agency Name	*Contractor Name*
Julie Matthews Digitally signed by Julie Matthews Date: 2025.05.13 11:40:30 -07'00' 5/13/2025	Signed by: Linda Hutchinson 02F333EC016C41F... 09 May 2025
Authorized Signature *Date Signed*	*Authorized Signature* *Date Signed*
Julie Matthews, MAU2 Supervisor	Linda Hutchinson VP, Partner Program
Printed Name/Title of Person Signing	*Printed Name/Title of Person Signing*
707 Third Street West Sacramento, CA 95605	1100 W. Idaho Street, Suite 800 Boise, Idaho 83702
Address	*Address*

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STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-20-70-47-02
AMENDMENT 2

DATA COMMUNICATIONS

Utah NASPO ValuePoint Master Agreement Number AR3189

Cradlepoint, Inc. (Contractor)

The parties mutually agree to amend Participating Addendum 7-20-70-47-02 as follows:

1) **Section 21. GENERATIVE ARTIFIFICAL INTELLIGENCE (GENAI) REPORTING** is hereby added to read as follows:

21. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) REPORTING

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

Upon request by an ordering agency, Contractor must complete a GenAI Reporting and Fact Sheet (STD 1000) to identify if their solution or service includes, or makes available, any GenAI including, GenAI from third parties or subcontractors.

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology.

At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief to which it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

If Contractor identifies GenAI in their solution, a copy of the STD 1000 must be submitted to the DGS State Contract Administrator.

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All other terms and conditions of the Participating Addendum shall remain in full force and effect.

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

STATE OF CALIFORNIA	**CONTRACTOR**
Department of General Services	Cradlepoint, Inc.
Agency Name	*Contractor Name*
Julie Matthews Digitally signed by Julie Matthews Date: 2024.10.25 15:39:10 -07'00' 10/25/2024	DocuSigned by: Lisa Wight 96366AE58EDB4F5... 23 August 2024
Authorized Signature *Date Signed*	*Authorized Signature* *Date Signed*
Julie Matthews, MAU2 Supervisor	Lisa Wight Lisa Wight VP, Global Partn
Printed Name/Title of Person Signing	*Printed Name/Title of Person Signing*
707 Third Street West Sacramento, CA 95605	1100 W. Idaho Street, Suite 800 Boise, Idaho 83702
Address	*Address*

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STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-20-70-47-02
AMENDMENT 1

DATA COMMUNICATIONS

Utah NASPO ValuePoint Master Agreement Number AR3189

Cradlepoint, Inc. (Contractor)

The parties mutually agree to amend Participating Addendum 7-20-70-47-02 as follows:

1) Agreement is extended from September 30, 2024, to September 30, 2026. **Section 2. TERM, subparagraph A** is revised to read as follows:

   A. The term of this Participating Addendum shall begin June 1, 2020, or upon signature approval by the State, whichever is later and will end September 30, 2026, or upon termination by the State, whichever occurs first.

2) **Section 16. CONTRACT MANAGEMENT** is revised to read as follows:

   A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor	Contract Manager
Name:	Stephanie Wildman, CPPB
Phone:	(208) 493-5040
Email	NASPO@Cradlepoint.com
Address:	Cradlepoint, Inc. 1100 W. Idaho Street, Suite 800 Boise, Idaho 83702

   B. The State Contract Administrator for this Participating Addendum shall be as follows:

State	Contract Administrator
Name:	Katelynne Leisenring
Phone:	(279) 946-8129
Email:	Katelynne.Leisenring@dgs.ca.gov
Address:	State of California Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

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3) **Section 20. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS** is hereby added to read as follows:

20. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Participating Addendum. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

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

STATE OF CALIFORNIA	**CONTRACTOR**
Department of General Services	Cradlepoint, Inc.
Agency Name	*Contractor Name*
Julie Matthews Digitally signed by Julie Matthews Date: 2024.07.23 10:18:10 -07'00' 7/23/2024	DocuSigned by: Eric Purcell BA19916E0C65409... 4/18/2024
Authorized Signature *Date Signed*	*Authorized Signature* *Date Signed*
Julie Matthews, MAU2 Supervisor	Eric Purcell SVP, Global Partner Sales
Printed Name/Title of Person Signing	*Printed Name/Title of Person Signing*
707 Third Street West Sacramento, CA 95605	1100 W. Idaho Street, Suite 800 Boise, Idaho 83702
Address	*Address*

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-20-70-47-02

DATA COMMUNICATIONS

Utah NASPO ValuePoint Master Agreement Number AR3189

Cradlepoint, Inc. (Contractor)

This Participating Addendum Number 7-20-70-47-02 is entered into between the state of California, Department of General Services (hereafter referred to as "State" or "DGS") and Cradlepoint, Inc. (hereafter referred to as "Contractor") under the lead state of Utah NASPO ValuePoint Master Agreement Number AR3189.

1. SCOPE

A. This Participating Addendum covers the purchase of Data Communications products and associated services under the Utah NASPO ValuePoint Master Agreement. The Utah NASPO ValuePoint Master Agreement Number AR3189 is hereby incorporated by reference. Product/service categories included under this Participating Addendum are identified in Section 5 (Available Products and Services).

B. This Participating Addendum is available for use by California state agencies and local governments. A local government is defined as any city, county, city and county, district, or other local governmental body, school district or corporation empowered to expend public funds. The State Agency Listing (https://www.ca.gov/agenciesall/) provides a comprehensive list of state agencies.

C. Each local government is to make its own determination whether this Participating Addendum and the Utah NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

2. TERM

A. The term of this Participating Addendum shall begin June 1, 2020, or upon signature approval by the State, whichever is later and will end September 30, 2024, or upon termination by the State, whichever occurs first.

B. Lead State amendments to extend the NASPO ValuePoint Master Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.

C. Order placement and execution shall be on or before the expiration of this Participating Addendum. However, delivery of products or completion of services may be after the Participating Addendum expiration date.

3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS

A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of goods or services made under this Participating Addendum.

1) General Provisions – Information Technology (GSPD-401IT) effective 9/5/2014. This document can be viewed on the DGS Procurement Division website (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language).

2) Cloud Computing Software as a Service (SaaS) General Provisions effective 6/7/2019. This document can be viewed on the DGS Procurement Division website (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language).

3) Cloud Computing Special Provisions for Software as a Service (SaaS) effective 03/15/18. This document can be viewed on the DGS Procurement Division website (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language).

4. ORDER OF PRECEDENCE

A. In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

1) California Participating Addendum Number 7-20-70-47-02
2) Utah NASPO ValuePoint Master Agreement Number AR3189

5. AVAILABLE PRODUCTS AND SERVICES

A. The following product and service categories are listed in the Utah NASPO ValuePoint Master Agreement AR3189:

1) Category 1.2 Networking
2) Category 1.3 Routers, Switches, Security, and Storage Networking
3) Category 1.4 Wireless

6. RESTRICTIONS/DISALLOWED PRODUCTS AND SERVICES

A. The following product and service offerings are prohibited under this Participating Addendum.

1) Leasing

This restriction is not applicable to local governments.

B. Products and services that are available on the California Network and Telecommunications (CALNET) Program and mandatory California statewide contracts cannot be purchased from this Participating Addendum by non-exempt state agencies without an exemption.

   State agencies are responsible for contacting the California Department of Technology (CDT) for CALNET contract exemptions and the DGS Procurement Division for mandatory statewide contract exemptions in accordance with the published User Instructions prior to issuing a purchase order.

   This restriction is not applicable to local governments.

C. Services that fall within the definition of "public works" as defined in Public Contract Code, Section 1101 and Labor Code Section 1720 are disallowed under this cooperative agreement and must be procured by alternate means.

   This restriction is not applicable to local governments.

7. PRICING

Contractor is responsible for maintaining a current price list of available products and services on the NASPO ValuePoint Data Communications 2019-2026 website.

8. AUTHORIZED RESELLERS

A. Contractor may use State-approved Authorized Resellers under this Participating Addendum for sales and service functions as defined herein.

   1) Authorized Resellers must accept purchase orders and accept payment from ordering agencies for products and services offered under this Participating Addendum.

   2) Authorized Resellers are responsible for sending a copy of all purchase orders and invoices to the Contractor for compliance with quarterly usage reporting and administrative fee requirements.

   3) All purchase documents to Authorized Resellers shall reference the Participating Addendum Number and Contractor Name.

B. Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Authorized Resellers. All State policies, guidelines, and requirements shall apply to Authorized Resellers.

C. Contractor will be the sole point of contact with regard to Participating Addendum contractual matters, reporting, and administrative fee requirements.

D. Subject to the approval of the State, Authorized Resellers may be added on a quarterly basis during the term of the contract. Contractors shall notify the State of any deleted Authorized Resellers or changes to current Authorized Resellers' contact information in writing at any time during the contract term.

E. Contractor will be required to submit Authorized Reseller requests, in a format specified by the State, to the State Contract Administrator for approval.

F. State-approved Authorized Resellers will be posted on the State's Cal eProcure website.

9. SUBCONTRACTORS

The Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted.

10. ORDERING AGENCY RESPONSIBILITIES

A. State agency and local government use of this Participating Addendum is optional.

B. State agencies and local governments must follow the ordering procedures outlined within the User Instructions guide, administered by the State Contract Administrator, to execute orders against this Participating Addendum. User Instructions are posted on the State's Cal eProcure website.

11. STATE AGENCY BUY RECYCLED CAMPAIGN (SABRC)

A. State agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign (SABRC) per Public Contract Code sections 12200-12217.

B. Contractor will be required to complete and return a Recycled-Content Certification form (https://www.calrecycle.ca.gov/contracts/forms) upon request by a state agency.

12. DELIVERY

A. Delivery shall occur within 30 days after receipt of order, or as negotiated between ordering agency and contractor and included in the purchase order, or as otherwise stipulated in the NASPO ValuePoint Master Agreement.

B. Free On Board (F.O.B.) Destination to the ordering agency's receiving point.

13. INVOICING AND PAYMENT

A. Payment terms for this Participating Addendum are net 45 days. Payment will be made in accordance with IT General Provisions Paragraph 30 (Required Payment Date).

B. Invoices shall be sent to the address identified in the ordering agency's purchase order. The State Participating Addendum Number and ordering agency purchase order number shall appear on each invoice for all purchases placed under this Participating Addendum.

C. Contractor will accept the State of California credit card (CAL-Card) for payment of invoices.

14. USAGE REPORTING

A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment A. The report is due even when there is no activity.

B. The DGS Contract Administrator reserves the right to modify Attachment A and require Contractor to provide additional order information during the course of this Agreement.

C. The report shall be an Excel spreadsheet transmitted electronically to the DGS Cooperatives mailbox (PDCooperatives@dgs.ca.gov).

D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five business days of the date of written notification from the State.

E. Tax must not be included in the report, even if it is on the purchase order.

F. Reports are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

G. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.

H. Time extensions may be approved only if all due reports have been submitted to the State.

15. ADMINISTRATIVE FEE

A. Contractor shall submit a check, payable to the State of California, remitted to the Cooperative Agreement Unit for the calculated amount equal to 1.25% of the sales for the quarterly period.

B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.

C. Administrative fee checks shall be submitted to:

State of California
Department of General Services, Procurement Division
Attention: Cooperative Agreement Program
707 3rd Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

D. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.

E. The administrative fee shall not be invoiced or charged to the ordering agency.

F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a purchasing entity.

G. Administrative fee checks are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

16. CONTRACT MANAGEMENT

A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor	Contract Manager
Name:	Stephanie Wildman, CPPB
Phone:	(208) 493-5040
Email	NASPO@Cradlepoint.com
Address:	Cradlepoint, Inc. 1111 W. Jefferson Street, Suite 400 Boise, Idaho 83702

B. The State Contract Administrator for this Participating Addendum shall be as follows:

State	Contract Administrator
Name:	Julie Matthews
Phone:	(916) 375-4612
Email	Julie.Matthews@dgs.ca.gov
Address:	State of California Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

C. Should the contact information for either party change, the party will provide written notice with updated information no later than ten business days after the change.

17. TERMINATION OF AGREEMENT

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

18. AMENDMENT

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

19. AGREEMENT

A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, 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 Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, 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 Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

B. By signing below Contractor agrees to offer the same products/and or services as on the Utah NASPO ValuePoint Master Agreement Number AR3189, at prices equal to or lower than the prices on that contract.

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

STATE OF CALIFORNIA	**CONTRACTOR**
Department of General Services	Cradlepoint, Inc.
Agency Name	*Contractor Name*
7/2/2020	6/23/2020
Authorized Signature *Date Signed*	*Authorized Signature* *Date Signed*
Stephanie Lim / MAU2 supervisor	Valerie Heusinkveld, CFO
Printed Name/Title of Person Signing	*Printed Name/Title of Person Signing*
707 Third Street West Sacramento, CA 95605	1111 W. Jefferson Street, Suite 400 Boise, Idaho 83702
Address	*Address*