STATE OF NEBRASKA CONTRACT AMENDMENT

PAGE 1 of 2

ORDER DATE 10/26/18

BUSINESS UNIT 65050006

BUYER RENE BOTT'S (AS)

VENDOR NUMBER: 500129

VENDOR ADDRESS:
OFFICE DEPOT INC
STATE CONTRACT
2809 S 125TH AVE STE 390
OMAHA NE 68144-3872

THE CONTRACT PERIOD IS:
JANUARY 01, 2017 THROUGH DECEMBER 19, 2019

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Awarded from NASPO ValuePoint Master Agreement PA 5737

Contract to supply and deliver Office Supplies and Services to the State of Nebraska agencies for the period January 1, 2017 through December 19, 2019 with two (2) two (2)-year renewal options.

Payment: 45 days

(For the File - This RFP and Contract was bid and awarded by the State of Oregon. All backup bids, etc. are retained by the State of Oregon.)

(For the File: The NASPO ValuePoint/Office Depot Master Agreement contract period was effective January 01, 2015. The NASPO ValuePoint/Office Depot Participating Addendum for the State of Nebraska became effective on October 12, 2015).

Customer Service Phone: 888-263-3423

Account Manager
Name: Tasha Baird
Phone: 888-777-4044
Cell: 918-240-3928
Fax: 888-438-7969
Email: Tasha.baird@officedepot.com

Contractor
Name: Jim Chatfield
Address: 6600 N. Military Trail, Boca Raton, FL 33496
Phone: 503-781-2970
Fax: 503-781-2970
Email: James.Chatfield@officedepot.com

Participating Addendum Amendment Four as attached. (vc 09/04/18)

Participating Addendum Amendment Five as attached. (vc 10/26/18)
<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>Estimated Quantity</th>
<th>Unit of Measure</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>GENERAL OFFICE SUPPLIES</td>
<td>6,000,000.0000</td>
<td>$</td>
<td>1.0000</td>
</tr>
</tbody>
</table>
PARTICIPATING ADDENDUM

Amendment Five

NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Office Supplies and Services
Administered by the State of Oregon (hereinafter “Lead State”)

MASTER AGREEMENT
Office Depot, Inc.
Master Agreement No: PA 5737
(Hereinafter “Contractor”)
And
State of Nebraska
Contract #14321 OC
(Hereinafter “Participating State/Entity”)

THIS AMENDMENT FIVE is by and between the Participating State/Entity, and Contractor, effective upon execution by both parties.

WHEREAS, the Lead State (Oregon) has a Contract with the Contractor identified as PA 5737 to provide Office Supplies and Services, the State of Nebraska has entered into a Participating Addendum (“PA”) with the Contractor identified as 14321 OC.

WHEREAS, the terms of the Contract specifically state that the Contract, including the PA, may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of the contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

CHANGES: The purpose of this Amendment Five (5) is as follows:

3. d. EXCLUSIONS shall be deleted and replaced with:

Contractor shall be able to block the following categories for order purposes by Nebraska State Agencies:

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Copiers/Multi-function Machines</td>
</tr>
<tr>
<td>Telephone/Communications Equipment</td>
</tr>
<tr>
<td>Computers/Laptops and Personal Computer Accessories</td>
</tr>
<tr>
<td>Hard Drives</td>
</tr>
<tr>
<td>Monitors</td>
</tr>
<tr>
<td>Printers</td>
</tr>
<tr>
<td>Software</td>
</tr>
<tr>
<td>Wireless and Broadband Equipment</td>
</tr>
<tr>
<td>Networking Equipment</td>
</tr>
</tbody>
</table>

Contractor shall be able to block other categories upon request by the State.
PARTICIPATING ADDENDUM

Amendment Five

NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Office Supplies and Services
Administered by the State of Oregon (hereinafter “Lead State”)

MASTER AGREEMENT
Office Depot, Inc.
Master Agreement No: PA 5737
(Hereinafter “Contractor”)
And
State of Nebraska
Contract #14321 OC
(Hereinafter “Participating State/Entity”)

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the 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. 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 both parties below.

<table>
<thead>
<tr>
<th>Participating State: State of Nebraska</th>
<th>Contractor: Office Depot, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>By: David Zwart</td>
<td>By: Chris Lupo</td>
</tr>
<tr>
<td>Name: David Zwart</td>
<td>Name: Chris Lupo</td>
</tr>
<tr>
<td>Title: DAS Materiel Administrator</td>
<td>Title: Vice President</td>
</tr>
<tr>
<td>Date: 10/30/18</td>
<td>Date: October 25, 2018</td>
</tr>
</tbody>
</table>

If you have questions about this Participating Addendum or the participation process, please contact:

<table>
<thead>
<tr>
<th>Name</th>
<th>Tim Hay, Cooperative Development Coordinator</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone</td>
<td>503-428-5705</td>
</tr>
<tr>
<td>E-mail</td>
<td><a href="mailto:thay@naspovaluepoint.org">thay@naspovaluepoint.org</a></td>
</tr>
</tbody>
</table>

State of Nebraska 14321 OC
PARTICIPATING ADDENDUM

Amendment Five

NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Office Supplies and Services
Administered by the State of Oregon (hereinafter “Lead State”)

MASTER AGREEMENT
Office Depot, Inc.
Master Agreement No: PA 5737
(Hereinafter “Contractor”)
And
State of Nebraska
Contract #14321 OC
(Hereinafter “Participating State/Entity”)

[Fully executed PDF copy of this document should be emailed to PA@naspovalueno.it to support documentation of participation and posting in appropriate data bases]
STATE OF NEBRASKA CONTRACT AMENDMENT

PAGE 1 of 2

ORDER DATE 09/04/18

BUSINESS UNIT 65050006

BUYER RENE BOTT (AS)

VENDOR NUMBER: 500129

VENDOR ADDRESS:
OFFICE DEPOT INC
STATE CONTRACT
2809 S 125TH AVE STE 390
OMAHA NE 68144-3872

THE CONTRACT PERIOD IS:

JANUARY 1, 2017 THROUGH DECEMBER 19, 2019

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Awarded from NASPO ValuePoint Master Agreement PA 5737

Contract to supply and deliver Office Supplies and Services to the State of Nebraska agencies for the period January 1, 2017 through December 19, 2019 with two (2) two (2)-year renewal options.

Payment: 45 days

(For the File - This RFP and Contract was bid and awarded by the State of Oregon. All backup bids, etc. are retained by the State of Oregon.)

(For the File: The NASPO ValuePoint/Office Depot Master Agreement contract period was effective January 01, 2015. The NASPO ValuePoint/Office Depot Participating Addendum for the State of Nebraska became effective on October 12, 2015).

Customer Service Phone: 888-263-3423

Account Manager
Name: Tasha Baird
Phone: 888-777-4044
Cell: 918-240-3928
Fax: 888-438-7969
Email: Tasha.baird@officdepot.com

Contractor
Name: Jim Chatfield
Address: 6000 N. Military Trail, Boca Raton, FL 33496
Phone: 503-781-2970
Fax: 503-781-2970
Email: James.Chatfield@officdepot.com

Participating Addendum Amendment Four as attached. (vc 09/04/18)
<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>Estimated Quantity</th>
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<td>GENERAL OFFICE SUPPLIES</td>
<td>6,000,000.0000</td>
<td>$</td>
<td>1.0000</td>
</tr>
</tbody>
</table>
PARTICIPATING ADDENDUM

Amendment Four

NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Office Supplies and Services
Administered by the State of Oregon (hereinafter “Lead State”)

MASTER AGREEMENT
Office Depot, Inc.
Master Agreement No: PA 5737
(Hereinafter “Contractor”)
And
State of Nebraska
Contract #14321 OC
(Hereinafter “Participating State/Entity”)

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 both parties below.

<table>
<thead>
<tr>
<th>Participating State: State of Nebraska</th>
<th>Contractor: Office Depot, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>Name: David Zwart</td>
<td>Name: Sue Cummings</td>
</tr>
<tr>
<td>Title: DAS Materiel Administrator</td>
<td>Title: Vice President</td>
</tr>
<tr>
<td>Date: 8/4/2017</td>
<td>Date: 4/25/18</td>
</tr>
</tbody>
</table>

If you have questions about this Participating Addendum or the participation process, please contact:

<table>
<thead>
<tr>
<th>Name</th>
<th>Tim Hay, Cooperative Development Coordinator</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone</td>
<td>503-428-5705</td>
</tr>
<tr>
<td>E-mail</td>
<td><a href="mailto:thay@naspovaluepoint.org">thay@naspovaluepoint.org</a></td>
</tr>
</tbody>
</table>

[Fully executed PDF copy of this document should be emailed to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases]
PARTICIPATING ADDENDUM

Amendment Four

NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Office Supplies and Services
Administered by the State of Oregon (hereinafter “Lead State”)

MASTER AGREEMENT
Office Depot, Inc.
Master Agreement No: PA 5737
(Hereinafter “Contractor”)
And
State of Nebraska
Contract #14321 OC
(Hereinafter “Participating State/Entity”)

THIS AMENDMENT FOUR is by and between the Participating State/Entity, and Contractor, effective upon execution by both parties.

WHEREAS, the Lead State (Oregon) has a Contract with the Contractor identified as PA 5737 to provide Office Supplies and Services, the State of Nebraska has entered into a Participating Addendum (“PA”) with the Contractor identified as 14321 OC.

WHEREAS, the terms of the Contract specifically state that the Contract, including the PA, may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of the contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. **CHANGES**: The purpose of this Amendment Four (4) is as follows:

   **PRIMARY CONTACTS**: Delete and replace primary contact individuals for this Participating Addendum as follows (or their named successors):

<table>
<thead>
<tr>
<th>Customer Service</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone</td>
<td>888-263-3423</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Account Manager</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Tasha.Baird</td>
</tr>
<tr>
<td>Telephone</td>
<td>913-240-3928</td>
</tr>
<tr>
<td>Toll Free</td>
<td>888-777-4044</td>
</tr>
<tr>
<td>Fax</td>
<td>888-438-7969</td>
</tr>
<tr>
<td>E-mail</td>
<td><a href="mailto:tasha.baird@officedepot.com">tasha.baird@officedepot.com</a></td>
</tr>
</tbody>
</table>

State of Nebraska 14321 OC
PARTICIPATING ADDENDUM

Amendment Four

NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Office Supplies and Services
Administered by the State of Oregon (hereinafter “Lead State”)

MASTER AGREEMENT
Office Depot, Inc.
Master Agreement No: PA 5737
(Hereinafter “Contractor”)

And
State of Nebraska
Contract #14321 OC
(Hereinafter “Participating State/Entity”)

Contract Contact (receives amendments)

<table>
<thead>
<tr>
<th>Name</th>
<th>Elaine Maheras</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone</td>
<td>630-561-3856</td>
</tr>
<tr>
<td>Toll Free</td>
<td>888-777-4044</td>
</tr>
<tr>
<td>Fax</td>
<td>888-438-7969</td>
</tr>
<tr>
<td>E-mail</td>
<td><a href="mailto:elaine.maheras@officedepot.com">elaine.maheras@officedepot.com</a></td>
</tr>
</tbody>
</table>

Contractor

<table>
<thead>
<tr>
<th>Name</th>
<th>Jim Chatfield</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>6600 N. Military Trail, Boca Raton, FL 33496</td>
</tr>
<tr>
<td>Telephone</td>
<td>503-781-2970</td>
</tr>
<tr>
<td>Fax</td>
<td>503-781-2970</td>
</tr>
<tr>
<td>E-mail</td>
<td><a href="mailto:james.chatfield@officedepot.com">james.chatfield@officedepot.com</a></td>
</tr>
</tbody>
</table>

Participating Entity

<table>
<thead>
<tr>
<th>Name</th>
<th>René A. Botts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>1526 K Street, Suite 130</td>
</tr>
<tr>
<td>Telephone</td>
<td>(402) 471-0971</td>
</tr>
<tr>
<td>Fax</td>
<td>(402) 471-2089</td>
</tr>
<tr>
<td>E-mail</td>
<td><a href="mailto:rene.botts@nebraska.gov">rene.botts@nebraska.gov</a></td>
</tr>
</tbody>
</table>

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the 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. This Addendum applies only in the
STATE OF NEBRASKA CONTRACT AMENDMENT

PAGE 1 of 2
ORDER DATE 02/27/17

BUSINESS UNIT 65050006
BUYER RENE BOTT (AS)

VENDOR NUMBER: 500129

VENDOR ADDRESS:
OFFICE DEPOT INC
STATE CONTRACT
2809 S 125TH AVE STE 390
OMAHA NE 68144-3872

THE CONTRACT PERIOD IS:
JANUARY 1, 2017 THROUGH DECEMBER 19, 2019

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Awarded from NASPO ValuePoint Master Agreement PA 5737

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Payment: 45 days

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(For the File: The NASPO ValuePoint/Office Depot Master Agreement contract period was effective January 01, 2015. The NASPO ValuePoint/Office Depot Participating Addendum for the State of Nebraska became effective on October 12, 2015).

Customer Service Phone: 888-263-3423

Account Manager
Name: Loren Binko
Phone: 888-438-2822 ext. 208
Fax: 888-438-7969
Email: Loren.Binko@officedepot.com

Contract Contact: Ken Bruntz
Phone: 888-438-2822 ext. 209
Fax: 888-438-7969
Email: Ken.bruntz@officedepot.com

Contractor
Name: Jim Chatfield
Address: 6600 N. Military Trail, Boca Raton, FL 33496
Phone: 503-781-2970
Fax: 503-781-2970
Email: James.Chatfield@officedepot.com

[Signature]
MATERIEL ADMINISTRATOR

[Signature]
BUYER

[Signature]
STATE PURCHASING BUREAU
1526 K Street, Suite 130
Lincoln, Nebraska 68508
Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14321 OC
STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
14321 OC

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>Estimated Quantity</th>
<th>Unit of Measure</th>
<th>Unit Price</th>
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<td>1</td>
<td>GENERAL OFFICE SUPPLIES</td>
<td>6,000,000,000</td>
<td>$</td>
<td>1.0000</td>
</tr>
</tbody>
</table>

Participating Addendum Amendment Three as attached. (vc 02/27/17)
PARTICIPATING ADDENDUM

Amendment Three

NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Office Supplies and Services
Administered by the State of Oregon (hereinafter "Lead State")

MASTER AGREEMENT
Office Depot, Inc.
Master Agreement No: PA 5737
(Hereinafter "Contractor")
And
State of Nebraska
Contract #14321 OC
(Hereinafter "Participating State/Entity")

THIS AMENDMENT THREE is by and between the Participating State/Entity, and Contractor, effective upon execution by both parties.

WHEREAS, the Lead State (Oregon) has a Contract with the Contractor identified as PA 5737 to provide Office Supplies and Services, the State of Nebraska has entered into a Participating Addendum ("PA") with the Contractor identified as 14321 OC.

WHEREAS, the terms of the Contract specifically state that the Contract, including the PA, may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of the contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. CHANGES: The purpose of this Amendment Three (3) is as follows:

   PRIMARY CONTACTS: Delete and replace primary contact individuals for this Participating Addendum as follows (or their named successors):

   Customer Service
   Telephone 888-263-3423

   Account Manager
   Name Loren Binko
   Telephone 888-438-2822 x 208
   Fax 888-438-7969
   E-mail Loren.binko@officedepot.com

   Contract Contact (receives amendments)
   Name Ken Bruntz
   Telephone 888-438-2822 x 209
   Fax 888-438-7969
   E-mail Ken.bruntz@officedepot.com
PARTICIPATING ADDENDUM

Amendment Three

NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Office Supplies and Services
Administered by the State of Oregon (hereinafter “Lead State”)

MASTER AGREEMENT
Office Depot, Inc.
Master Agreement No: PA 5737
(Hereinafter “Contractor”)
And
State of Nebraska
Contract #14321 OC
(Hereinafter “Participating State/Entity”)

<table>
<thead>
<tr>
<th>Contractor</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>Jim Chatfield</td>
</tr>
<tr>
<td>Address</td>
<td>6600 N. Military Trail, Boca Raton, FL 33496</td>
</tr>
<tr>
<td>Telephone</td>
<td>503-781-2970</td>
</tr>
<tr>
<td>Fax</td>
<td>503-781-2970</td>
</tr>
<tr>
<td>E-mail</td>
<td><a href="mailto:James.chatfield@officedepot.com">James.chatfield@officedepot.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Participating Entity</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>René A. Botts</td>
</tr>
<tr>
<td>Address</td>
<td>1826 K Street, Suite 130</td>
</tr>
<tr>
<td>Telephone</td>
<td>(402) 471-0971</td>
</tr>
<tr>
<td>Fax</td>
<td>(402) 471-2089</td>
</tr>
<tr>
<td>E-mail</td>
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PARTICIPATING ADDENDUM

Amendment Three

NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Office Supplies and Services
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MASTER AGREEMENT
Office Depot, Inc.
Master Agreement No: PA 5737
(Hereinafter “Contractor”)
And
State of Nebraska
Contract #14321 OC
(Hereinafter “Participating State/Entity”)

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

<table>
<thead>
<tr>
<th>Participating State: State of Nebraska</th>
<th>Contractor: Office Depot, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>By: [Signature]</td>
<td>By: [Signature]</td>
</tr>
<tr>
<td>Name: Bo Botehlo</td>
<td>Name: Chris McEntee</td>
</tr>
<tr>
<td>Title: DAS Materiel Administrator</td>
<td>Title: Vice President</td>
</tr>
<tr>
<td>Date: 3/17</td>
<td>Date: 2-16-17</td>
</tr>
</tbody>
</table>

If you have questions about this Participating Addendum or the participation process, please contact:

<table>
<thead>
<tr>
<th>NASPO ValuePoint</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
</tr>
<tr>
<td>Telephone</td>
</tr>
<tr>
<td>E-mail</td>
</tr>
</tbody>
</table>

[Fully executed PDF copy of this document should be emailed to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases]
AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

JANUARY 1, 2017 THROUGH DECEMBER 19, 2019

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

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THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Awarded from NASPO ValuePoint Master Agreement PA 5737

Contract to supply and deliver Office Supplies and Services to the State of Nebraska agencies for the period January 1, 2017 through December 19, 2019 with two (2) two (2)-year renewal options.

Payment: 45 days

(For the File - This RFP and Contract was bid and awarded by the State of Oregon. All backup bids, etc. are retained by the State of Oregon.)

(For the File: The NASPO ValuePoint/Office Depot Master Agreement contract period was effective January 01, 2015. The NASPO ValuePoint/Office Depot Participating Addendum for the State of Nebraska became effective on October 12, 2015).

Vendor Contact: Chris McEntee
Phone: 913-385-0950 ext. 3050
Fax: 913-385-0264
Email: chris.mcintee@officedepot.com

Vendor Contact: Ken Bruntz
Phone: 888-438-2822 ext. 209
Fax: 888-438-7969
Email: ken.bruntz@officedepot.com

Participating Addendum Amendment Two as attached. (cp 12/6/16)

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>Estimated Quantity</th>
<th>Unit of Measure</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>GENERAL OFFICE SUPPLIES</td>
<td>6,000,000,000</td>
<td>$</td>
<td>1.0000</td>
</tr>
</tbody>
</table>
PARTICIPATING ADDENDUM

Amendment Two

NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Office Supplies and Services
Administered by the State of Oregon (hereinafter “Lead State”)

MASTER AGREEMENT
Office Depot, Inc.
Master Agreement No: PA 5737
(Hereinafter “Contractor”)

And

State of Nebraska
Contract #14321 OC
(Hereinafter “Participating State/Entity”)

THIS AMENDMENT TWO is by and between the Participating State/Entity, and Contractor, as of the 3rd day of November 2016.

WHEREAS, the Lead State (Oregon) has a Contract with the Contractor identified as PA 5737 to provide Office Supplies and Services, the State of Nebraska has entered into a Participating Addendum (“PA”) with the Contractor identified as 14321 OC.

WHEREAS, the terms of the Contract specifically state that the Contract, including the PA, may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of the contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. CHANGES: The purpose of this Amendment Two (2) is as follows:

   a. CONTRACT PERIOD: Contract 14321 OC has been renewed for the period of January 1, 2017 through December 19, 2019, with the remaining renewal options totaling three (3) additional years.

   b. ADMINISTRATIVE FEE/REBATE REMITTANCE LOCATION:
      Administrative Fees/Rebates address shall be superseded and replaced in its entirety with the following address:

      State Purchasing Bureau
      c/o Central Finance, Administrative Services
      1526 K Street, Suite 240
      Lincoln, NE 68508

   Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the 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 shall be superseded and replaced in its entirety with the following address:

State of Nebraska 14321 OC
PARTICIPATING ADDENDUM

Amendment Two

NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Office Supplies and Services
Administered by the State of Oregon (hereinafter “Lead State”)

MASTER AGREEMENT
Office Depot, Inc.
Master Agreement No: PA 5737
(Hereinafter “Contractor”)
And
State of Nebraska
Contract #14321 OC
(Hereinafter “Participating State/Entity”)

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 both parties below.

<table>
<thead>
<tr>
<th>Participating State: State of Nebraska</th>
<th>Contractor: Office Depot, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>Name: Bo Botelho</td>
<td>Name: Chris McEntee</td>
</tr>
<tr>
<td>Title: DAS Materiel Administrator</td>
<td>Title: Vice President</td>
</tr>
<tr>
<td>Date: 12/18/16</td>
<td>Date: 11-30-16</td>
</tr>
</tbody>
</table>

If you have questions about this Participating Addendum or the participation process, please contact:

NASPO ValuePoint

<table>
<thead>
<tr>
<th>Name</th>
<th>Tim Hay, Cooperative Development Coordinator</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone</td>
<td>503-428-5705</td>
</tr>
<tr>
<td>E-mail</td>
<td><a href="mailto:tay@naspovaluepoint.org">tay@naspovaluepoint.org</a></td>
</tr>
</tbody>
</table>

[Fully executed PDF copy of this document should be emailed to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases]
AMENDMENT No. 3 to
MASTER AGREEMENT# 5737

I. This is Amendment No. 3 to Master Agreement #5737, ("Amendment No. 3"), dated September 28 2016, ("Amendment No. 3 Effective Date"), is between the State of Oregon, acting by and through its Department of Administrative Services, Procurement Services office ("DAS PS") on behalf of the member states of the NASPO ValuePoint Cooperative Purchasing Program, and Office Depot, Inc., ("Contractor"), and amends that certain Master Agreement #5737, dated as of December 19, 2014 (the "Master Agreement"), on the terms and conditions as provided herein.

II. The Master Agreement is hereby amended as follows:

a. The parties acknowledge and agree to extend the Master Agreement as defined in Section 1.5 of the Master Agreement. This Master Agreement shall be extended for an additional 3 year term. The new expiration date shall be December 19, 2019.

b. All Master Agreement terms and conditions shall remain firm and in effect throughout the term of the Master Agreement.

III. Except as expressly amended above, all other terms and conditions of the Master Agreement are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Master Agreement are true and correct as of the effective date of this amendment and with the same effect as though made at the time of execution of the Master Agreement.

Certification: By signature on this amendment for Contractor, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Contractor and that Contractor is, to the best of the undersigned’s knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, “Oregon Tax Laws” means a state tax imposed by ORS 320.005 to 320.150 and 403.200 to 403.250 and ORS chapters 118, 314, 316, 317, 318, 321 and 323 and the elderly rental assistance program under ORS 310.630 to 310.706 and local taxes administered by the Department of Revenue under ORS 305.620.

CONTRACTOR: Office Depot, Inc.

By: [Signature]
Name: [Name]
Title: [Title]
Date: 10-20-16

DEPARTMENT OF ADMINISTRATIVE SERVICES, PROCUREMENT SERVICES OFFICE:

By: [Signature]
Name: [Name]
Title: [Title]
Date: 10/24/14
STATE OF NEBRASKA CONTRACT AMENDMENT

PAGE 1 of 1 ORDER DATE 10/26/15

BUSINESS UNIT 65050006 BUYER RENE BOTTES (AS)

VENDOR NUMBER: 500129

VENDOR ADDRESS:
OFFICE DEPOT INC
STATE CONTRACT
2809 S 125TH AVE STE 390
OMAHA NE 68144-3872

THE CONTRACT PERIOD IS:

OCTOBER 12, 2015 THROUGH DECEMBER 31, 2016

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Awarded from NASPO ValuePoint Master Agreement PA 5737

Contract to supply and deliver Office Supplies and Services to the State of Nebraska agencies for the period October 12, 2015 through December 31, 2016 with three (3) two (2)-year renewal options.

Payment: 45 days

(For the File - This RFP and Contract was bid and awarded by the State of Oregon. All backup bids, etc. are retained by the State of Oregon.)

(For the File: The NASPO ValuePoint/Office Depot Master Agreement contract period was effective January 01, 2015. The NASPO ValuePoint/Office Depot Participating Addendum for the State of Nebraska became effective on October 12, 2015).

Vendor Contact: Chris McEntee
Phone: 913-385-0856 ext. 3050
Fax: 913-385-0264
Email: chris.mcentee@officedepot.com

Vendor Contact: Ken Bruntz
Phone: 888-438-2822 ext. 209
Fax: 888-438-7969
Email: Ken.bruntz@officedepot.com

Participating Addendum Amendment One as attached. (bl 10/26/15)

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>Estimated Quantity</th>
<th>Unit of Measure</th>
<th>Unit Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>GENERAL OFFICE SUPPLIES</td>
<td>6,000,000.0000</td>
<td>$</td>
<td>1.0000</td>
</tr>
</tbody>
</table>

[Signature]
MATERIAL ADMINISTRATOR
[Signature]
[Signature]
Amendment One

NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Office Supplies and Services
Administered by the State of Oregon (hereinafter “Lead State”)

MASTER AGREEMENT
Office Depot, Inc.
Master Agreement No: PA 5737
(Hereinafter “Contractor”)
And
State of Nebraska
Contract #14321 OC
(Hereinafter “Participating State/Entity”)

THIS AMENDMENT ONE is by and between Participating State/Entity, and Contractor, as of the 22nd day of October, 2015.

WHEREAS, the Lead State (Oregon) has a Contract with the Contractor identified as PA 5737 to provide Office Supplies and Services, and the State of Nebraska has entered into a Participating Addendum, dated October 12, 2015, (“PA”), with the Contractor identified as 14321 OC.

WHEREAS, the terms of the Contract specifically state that the Contract, including the PA, may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. CHANGES: The purpose of this Amendment One (1) is as follows:

   a. The effective date of the Participating Addendum for 14321 OC will be November 2, 2015.
   b. The Contract Period will be November 2, 2015 through December 31, 2016, with three (3) two (2)-year renewal options.

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the 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. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.
Amendment One

NASPO ValuePoint COOPERATIVE PURCHASING ORGANIZATION
Office Supplies and Services
Administered by the State of Oregon (hereinafter "Lead State")

MASTER AGREEMENT
Office Depot, Inc.
Master Agreement No: PA 5737
(Hereinafter "Contractor")
And
State of Nebraska
Contract #14321 OC
(Hereinafter "Participating State/Entity")

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

<table>
<thead>
<tr>
<th>Participating State: State of Nebraska</th>
<th>Contractor: Office Depot, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>Marilyn Bettell</td>
<td>Chris McEntee</td>
</tr>
<tr>
<td>Name: Marilyn Bettell</td>
<td>Name: Chris McEntee</td>
</tr>
<tr>
<td>Title: DAS Division Administrator</td>
<td>Title: Vice President</td>
</tr>
<tr>
<td>Date: 10-31-2015</td>
<td>Date: 10-23-15</td>
</tr>
</tbody>
</table>

If you have questions about this Participating Addendum or the participation process, please contact:

NASPO ValuePoint

<table>
<thead>
<tr>
<th>Name</th>
<th>Tim Hay, Cooperative Development Coordinator</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone</td>
<td>603-428-5706</td>
</tr>
<tr>
<td>E-mail</td>
<td><a href="mailto:thay@naspovaluepoint.org">thay@naspovaluepoint.org</a></td>
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[Fully executed PDF copy of this document should be emailed to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases]
STATE OF NEBRASKA CONTRACT AWARD

PAGE 1 of 1

ORDER DATE 10/16/15

BUSINESS UNIT 65050006

BUYER RENE BOTT (AS)

VENDOR NUMBER: 500129

VENDOR ADDRESS:
OFFICE DEPOT INC
STATE CONTRACT
2809 S 125TH AVE STE 390
OMAHA NE 68144-3872

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

OCTOBER 12, 2015 THROUGH DECEMBER 31, 2016

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

 Awarded from NASPO ValuePoint Master Agreement PA 5737

Contract to supply and deliver Office Supplies and Services to the State of Nebraska agencies for the period October 12, 2015 through December 31, 2016 with three (3) two (2)-year renewal options.

Payment: 45 days

(For the File - This RFP and Contract was bid and awarded by the State of Oregon. All backup bids, etc. are retained by the State of Oregon.)

(For the File: The NASPO ValuePointOffice Depot Master Agreement contract period was effective January 01, 2015. The NASPO ValuePointOffice Depot Participating Addendum for the State of Nebraska became effective on October 12, 2015).

Vendor Contact: Chris McEntee
Phone: 913-385-0856 ext. 3050
Fax: 913-385-0264
Email: chris.mcentee@officedepot.com

Vendor Contact: Ken Brunzt
Phone: 888-438-2822 ext. 209
Fax: 888-438-7969
Email: ken.brunzt@officedepot.com

(10/16/15 djo)

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<td>$</td>
<td>1.0000</td>
</tr>
</tbody>
</table>

Signatures:
BUYER
MATERIAL ADMINISTRATOR
PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
OFFICE SUPPLIES & SERVICES, Toner, Paper, Recycled-Content/Green Products and other miscellaneous products.
Administered by the State of Oregon (hereinafter “Lead State”)

MASTER AGREEMENT
Office Depot, Inc.
Master Agreement No: PA 5737
(hereinafter “Contractor’’)
And
(State of Nebraska 14321 OC)
(hereinafter “Participating State/Entity” or the “State”)

1. **SCOPE**: This addendum covers the Office Supplies and Services Master Agreement led by the State of Oregon 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.

2. **PARTICIPATION**: Use of specific WSCA-NASPO (now NASPO ValuePoint) 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.

3. **PARTICIPATING STATE MODIFICATIONS OR ADDITIONS TO MASTER AGREEMENT**:  
(These modifications or additions apply only to actions and relationships within the Participating State/Entity.)

**CONTRACT PERIOD**: October 12, 2015 through December 31, 2016, with three (3) two (2)-year renewal options.

State of Nebraska Standard Terms and Conditions

a. **REPORTS**

The Contractor shall also provide to the State of Nebraska primary contact person quarterly utilization reports containing at a minimum the following information pertaining to State of Nebraska Utilization:

1. Purchase order number;
2. Description;
3. Quantity; and

These reports will be provided in Excel format and sent via email on a quarterly basis as follows:

State of Nebraska 14321 OC
PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
OFFICE SUPPLIES & SERVICES, Toner, Paper, Recycled-
Content/Green Products and other miscellaneous products.
Administered by the State of Oregon (hereinafter “Lead State”)

MASTER AGREEMENT
Office Depot, Inc.
Master Agreement No: PA 5737
(hereinafter “Contractor”)
And
[State of Nebraska 14321 OC]
(hereinafter “Participating State/Entity” or the “State”)

Period End       Report Due
December 31      January 31
March 31         April 30
June 30          July 31
September 30     October 31

b. ADMINISTRATIVE FEE / REBATE
The Contractor agrees to provide a quarterly Administrative Fee (“Fee”) to the Participating State/Entity. The Fee will be payable to the Participating State/Entity in an amount equal to one percent (1%) of the net sales (net of any returns, credits, or adjustments) under this Addendum for the quarterly period. The Fee shall not be charged directly to the State, e.g., as a separate line item, fee or surcharge, but shall be included in the contract’s unit prices.

Payment of the Fee by check shall be made within forty-five (45) days after the end of each calendar quarter. In the event the Participating State/Entity can receive payment via electronic funds transfer, Contractor can pay the Fee within thirty (30) days after the end of each calendar quarter, in accordance with following schedule:

<table>
<thead>
<tr>
<th>Period Ending</th>
<th>EFT Payment Option Due</th>
<th>Payment By Check Option Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>December 31</td>
<td>January 31</td>
<td>February 15</td>
</tr>
<tr>
<td>March 31</td>
<td>April 30</td>
<td>May 15</td>
</tr>
<tr>
<td>June 30</td>
<td>July 31</td>
<td>August 15</td>
</tr>
<tr>
<td>September 30</td>
<td>October 31</td>
<td>November 15</td>
</tr>
</tbody>
</table>

Any changes to the established Fee amount will be requested by the State at least 30 days prior to the beginning of a quarterly period and Contractor will be allowed to adjust pricing to reflect the change in the Fee.
PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
OFFICE SUPPLIES & SERVICES, Toner, Paper, Recycled-Content/Green Products and other miscellaneous products.
Administered by the State of Oregon (hereinafter “Lead State”)

MASTER AGREEMENT
Office Depot, Inc.
Master Agreement No: PA 5737
(hereinafter “Contractor”)
And
[State of Nebraska 14321 OC]
(hereinafter “Participating State/Entity” or the “State”)

The Contractor agrees to provide a quarterly utilization report, reflecting new sales to the State during the associated fee period. The report shall be in the format developed by the Lead State and as agreed to by the Contractor. The report will be provided in secure electronic format and/or submitted electronically to the State contact listed in the Addendum.

c. ADMINISTRATIVE FEE/REBATE REMITTANCE LOCATION
All Administrative Fees/Rebates will be sent to the following address:

State Purchasing Bureau
c/o Central Finance, Administrative Services
1526 K Street, Suite 150
Lincoln, NE 68508
PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
OFFICE SUPPLIES & SERVICES, Toner, Paper, Recycled-
Content/Green Products and other miscellaneous products.
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Master Agreement No: PA 5737
(hereinafter “Contractor”)
And
[State of Nebraska 14321 OG]
(hereinafter “Participating State/Entity” or the “State”)

Page 4 of 23

d. EXCLUSIONS
Contractor shall be able to block the following categories for order purposes by Nebraska State Agencies:

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Book Cases, Book Ends, Book Shelves</td>
</tr>
<tr>
<td>Storage Cabinets, Filing Cabinets, File Storage Systems, Rails</td>
</tr>
<tr>
<td>Office Furniture</td>
</tr>
<tr>
<td>Copiers/Multi-Function Machines</td>
</tr>
<tr>
<td>Telephone/Communications Equipment</td>
</tr>
<tr>
<td>Printers over $500</td>
</tr>
<tr>
<td>Software</td>
</tr>
<tr>
<td>Personal Computers/Laptops</td>
</tr>
<tr>
<td>Food Items (example: Candy, Coffee)</td>
</tr>
<tr>
<td>OTC Pain Relievers, Aspirin, Antacids</td>
</tr>
</tbody>
</table>

Contractor shall be able to block other categories upon request by the State.

e. INCLUSIONS
Included within the scope of this Participating Addendum are the Office Depot Master Agreement No: PA 5737, Office Depot Goods and Prices (Exhibit B), Office Depot Proposal and Office Depot/Office Max Exhibits.

f. WEB ITEM ASSORTMENT
As part of this Addendum, the Contractor may add the products not part of the Office Depot catalog or the SP Richards Catalog, but set forth on www.officedepot.com on the “Pricing Date” (the “Assortment”). Pricing for such items will be as follows:
On a date within the period commencing ten (10) days prior to the start of each calendar quarter and ending ten (10) days after the start of the each calendar quarter (the “Pricing Date”), the Contractor shall take a “snapshot” of the regular sales pricing (promotions excluded) for each item in the Assortment. Pricing for the items in the Assortment shall be fixed for the calendar quarter at two percent (2%) off of the
PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
OFFICE SUPPLIES & SERVICES, Toner, Paper, Recycled-
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MASTER AGREEMENT
Office Depot, Inc.
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(hereinafter “Contractor”)
And
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regular sales price (promotions excluded) set forth on www.officedepot.com on the Pricing Date.
Notwithstanding anything contained herein to the contrary, price reductions do not apply to gift cards and warranties, clearance items and promotional items, including, but not limited to, Instant Savings, Coupon Savings, Mail-In Savings, and Bundled Savings.

The Fee will be added by Contractor to the base price at the time of purchase for all buying entities. Contractor reserves the right to offer such products at a greater discount than as set forth herein. Additionally, the Fee will be required and paid on web assortment purchases as part of the Fee remittance.

g. LOWER THAN MASTER AGREEMENT PRICING
1. Contractor shall have the right and is encouraged to lower pricing for those Product Categories within the Master Agreement. Any such Adjusted lower Pricing shall be a fixed price that is lower than the “List Minus” pricing that is available to the State under the terms of the Participating Addendum (the “Adjusted Pricing”). The Adjusted Pricing will be modified based upon market conditions and will remain in effect until such time as:
   a. Contractor provides a minimum of thirty (30) days written notice (email included) of any price changes- either up or down.
   b. Such price changes are not in excess of the “List Minus” prices that is available to the State under the Participation Addendum.
   c. If the Contractor desires to create and offer the State any Special Promotional Pricing, Contractor will provide notice via email to the State of the terms and time limits of any such Special Promotions.

h. GOVERNING LAW
The Addendum shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Addendum shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law.
PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
OFFICE SUPPLIES & SERVICES, Toner, Paper, Recycled-Content/Green Products and other miscellaneous products.
Administered by the State of Oregon (hereinafter “Lead State”)

MASTER AGREEMENT
Office Depot, Inc.
Master Agreement No: PA 5737
(thereinafter “Contractor”)
And
[State of Nebraska 14321 OC]
(thereinafter “Participating State/Entity” or the “State”)

i. LIMITATION OF LIABILITY (CONSTITUTIONAL)
   It is understood by the parties that in the State of Nebraska’s opinion, any limitation on the Contractor’s liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section III, and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language supplied with the Contractor’s bid or in the final Participating Addendum.

j. INSURER AND SURETY DISCLAIMER
   The State of Nebraska, its officers, employees, and agents are not insurers or sureties for the Contractor. The State of Nebraska, its officers, employees, and agents shall not be liable for any judgement, settlement, damages or any other liability of the Contractor, regardless of amount, to the Lead State, other Purchasing or Participating Entities, or any and all other parties.

k. SEVERABILITY
   If any term or condition of the Addendum is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Addendum did not contain the particular provision held to be invalid.

l. INDEMNIFICATION
   1. GENERAL
   The Contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials (“the indemnified parties”) from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses (“the claims”), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and
agents, except to the extent such Contractor liability is attenuated by any
action of the State which directly and proximately contributed to the claims.

ii. INTELLECTUAL PROPERTY
The Contractor agrees it will, at its sole cost and expense, defend, indemnify,
and hold harmless the indemnified parties from and against any and all claims,
to the extent such claims arise out of, result from, or are attributable to, the
actual or alleged infringement or misappropriation of any patent, copyright,
trade secret, trademark, or confidential information of any third party by the
Contractor or its employees, Subcontractors, consultants, representatives,
and agents; provided, however, the State gives the Contractor prompt notice
in writing of the claim. The Contractor may not settle any infringement claim
that will affect the State’s use of the Licensed Software without the State’s prior
written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the
State’s use of any intellectual property for which the Contractor has
indemnified the State, the Contractor shall, at the Contractor’s sole cost and
expense, promptly modify the item or items which were determined to be
infringing, acquire a license or licenses on the State’s behalf to provide the
necessary rights to the State to eliminate the infringement, or provide the State
with a non-infringing substitute that provides the State the same functionality.
At the State’s election, the actual or anticipated judgment may be treated as a
breach of warranty by the Contractor, and the State may receive the remedies
provided under this ITB.

iii. PERSONNEL
The Contractor shall, at its expense, indemnify and hold harmless the
indemnified parties from and against any claim with respect to withholding
taxes, worker’s compensation, employee benefits, or any other claim,
demand, liability, damage, or loss of any nature relating to any of the
personnel provided by the Contractor.
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m. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY
The Contractor, by signature to this Participating Addendum certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Contractor shall immediately notify the State if, during the term of this Addendum, Contractor becomes debarred. The State may immediately terminate this Addendum by providing Contractor written notice if Contractor becomes debarred during the term of this Addendum.

Contractor, by signature to this Participating Addendum, certifies that Contractor has not had a Addendum with the State of Nebraska terminated early by the State of Nebraska. If Contractor has had a contract terminated early by the State of Nebraska, Contractor must provide the contract number, along with an explanation of why the contract was terminated early. Prior early termination may be cause for terminating the Participating Addendum.

n. IMPORTANT NOTICE LANGUAGE
Pursuant to Neb. Rev. Stat. §84-602.02, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All non-proprietary or confidential information as defined by State law WILL BE POSTED FOR PUBLIC VIEWING.

o. COPYRIGHT MATERIAL
Contractor hereby grants permission to the State of Nebraska and/or its agencies to reprint or republish any and all copyrighted documents related to Contractor's response to this Request for Proposal, and any and all figures, illustrations, photographs, charts, and other supplementary material on a website accessible by the public pursuant to Neb. Rev. Stat. §84-602.02. This waiver does not apply to proprietary information properly submitted in a separate sealed, package clearly marked "Proprietary."
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p. PROPRIETARY INFORMATION
Pricing submitted within the existing Master Agreement and this Participating
Addendum may not be marked as proprietary information. Proprietary information
is defined as trade secrets, academic and scientific research work which is in
progress and unpublished, and other information which if released would give
advantage to business competitors and serve no public purpose (see Neb. Rev.
Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and
97033, Contractors submitting information as proprietary may be required to prove
specific, named competitor(s) who would be advantaged by release of the
information and the specific advantage the competitor(s) would receive. Although
every effort will be made to withhold information that is properly submitted as
proprietary and meets the State’s definition of proprietary information, the State is
under no obligation to maintain the confidentiality of proprietary information and
accepts no liability for the release of such.

q. ATTORNEY’S FEES
In the event of any litigation, appeal, or other legal action to enforce any provision
of the Addendum, the Contractor agrees to pay all expenses of such action, as
permitted by law, including attorney’s fees and costs, if the State is the prevailing
party.

r. ADVERTISING
The Contractor agrees not to refer to the Addendum in advertising in such a manner
as to state or imply that the company or its services are endorsed or preferred by
the State. News releases pertaining to the project shall not be issued without prior
written approval from the State.

s. ERRORS AND OMISSIONS
The Contractor shall not take advantage of any errors and/or omissions in this
Addendum. The Contractor must promptly notify the State of any errors and/or
omissions that are discovered.
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1. ASSIGNMENT BY THE STATE
The State shall have the right to assign or transfer the Addendum or any of its
interests herein to any agency, board, commission, or political subdivision of the
State of Nebraska. There shall be no charge to the State for any assignment
hereunder.

2. ASSIGNMENT BY THE CONTRACTOR
The Contractor may not assign, voluntarily or involuntarily, the Addendum or any of
its rights or obligations hereunder (including without limitation rights and duties of
performance) to any third party, without the prior written consent of the State, which
will not be unreasonably withheld.

3. CONFLICT OF INTEREST
By entering into the Participating Addendum, Contractor certifies that there does not
now exist any relationship between the Contractor and any person or entity which is
or gives the appearance of a conflict of interest related to this Participating
Addendum or project.

The Contractor certifies that it shall not take any action or acquire any interest, either
directly or indirectly, which will conflict in any manner or degree with the
performance of its services hereunder or which creates an actual or appearance of
conflict of interest.

The Contractor certifies that it will not employ any individual known by Contractor
to have a conflict of interest.

4. ANTITRUST
The Contractor hereby assigns to the State any and all claims for overcharges as to
goods and/or services provided in connection with this Addendum resulting from
antitrust violations which arise under antitrust laws of the United States and the
antitrust laws of the State.
x. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

By entering into the Participating Addendum, the Contractor certifies it is the party that entered into the Master Agreement and is entering into this Participating Addendum and that their bid was not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid was genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further that the bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

y. EARLY TERMINATION

The Addendum may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the Addendum at any time.

The State, in its sole discretion, may terminate the Addendum for any reason upon thirty (30) calendar days written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other obligations incurred under the terms of the Addendum. In the event of cancellation the
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Contractor shall be entitled to payment, for those products received and accepted by the State.

i. The State may terminate the Addendum immediately for the following reasons:

a. If directed to do so by statute;
b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
c. A trustee or receiver of the Contractor or of any substantial part of the Contractor’s assets has been appointed by a court;
d. Fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the Addendum by its Contractor, its employees, officers, directors, or shareholders;
e. An involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or
(ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or
(iii) the Contractor has been decreed or adjudged a debtor;
f. A voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
g. Contractor intentionally discloses confidential information;
h. Contractor has or announces it will discontinue support or provision of the deliverable;
i. Second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau; or
j. Contractor engaged in collusion or ones’ actions which could have provided Contractor an unfair advantage in obtaining this Addendum.

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party’s own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the Addendum.

c.c. ACCEPTANCE AND PAYMENT OF GOODS
In the event that the Contractor fails to provide the goods requested by the State, the State will not pay for such products until the same has been received and accepted by the State.

d.d. PRICES
With the exception of the items listed below and certain deliveries, prices quoted shall be net, including transportation and delivery charges fully prepaid by the Contractor, F. O. B. Destination. No additional charges will be allowed for packing, packages or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern. All products ordered under this Addendum will be FOB Destination.

Any items exceeding 70 lbs and/or 110" in length/width will be assessed a special handling charge that will be determined by the distance of the customer's location from the Contractor's distribution center. That fee will be visible on the Contractor’s website at order placement time. Special order items and deliveries in AK, HI and PR may incur additional fees which will be advised prior to placing the order.

The parties agree that title for products delivered under this Participation Addendum shall not pass to the State until received by the State.

Contractor also represents and warrants that all prices set forth in the Addendum and all prices in addition, which the Contractor may charge under the terms of the Addendum, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation.
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ee. PAYMENT
Payment will be made by the responsible agency in accordance with the State of
Nebraska Prompt Payment Act, Neb. Rev. Stat. § 81-20401 through 81-2408. The State
may request that payment be made electronically instead of by state warrant.

ff. PROHIBITION AGAINST ADVANCE PAYMENT
Payments shall not be made until contractual deliverable(s) are received and
accepted by the State.

gg. INVOICES
Invoices for payments must be submitted by the Contractor to the agency requesting
the goods with sufficient detail to support payment. The terms and conditions
included in the Contractor’s invoice shall be deemed to be solely for the
convenience of the parties. No terms or conditions of any such invoice shall be
binding upon the State, and no action by the State, including without limitation the
payment of any such invoice in whole or in part, shall be construed as binding or
estopping the State with respect to any such term or condition, unless the invoice
term or condition has been previously agreed to by the State as an amendment to
the Addendum.

Contractor shall provide an electronic summary billing report plus both an
electronic and hardcopy of a detailed billing report to State of Nebraska AS Central
Finance for each billing period. The billing period will be from the first of a month
to the last day of the month. Each monthly billing must occur and be received within
the first five (5) business days of the last day of each month. The electronic format
for both the summary billing and the detail billing must be received in both PDF
format and Comma Separate Value (CSV) format or other electronic format as
approved by the State that can be downloaded to an Excel type format for review.
The State also reserves the right to approve the file format Contractor delivers in
CSV or other approved method. Contractor must review and correct billing prior to
issuing for non-chargeable items, e.g. taxes, etc.
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State of Nebraska AS Material will invoice the other State agencies and will be
responsible for a single payment to Contractor. Political subdivisions are
responsible for payment of their order(s) directly to Contractor.

Detail billing report must include but not be limited to agency name, department
name, sub-department name, business unit, address and/or building name, person
placing order and phone number and a detail list of all products ordered; order
number assigned, unit pricing, with total line item pricing and a total order price.
The detail billing report will have a new page break at each Billing Code (Agency +
Department + Sub-Department). In addition, the report must produce a sub-total
break for each Business Unit. Backordered items will be identified with unit and total
line item pricing along with projected shipping date at the time of order entry.

Contractor must provide a process/method to validate the “Business Unit” and Ship
To” are related or linked to orders shipped by a third party.

hh. TAXES
The State is not required to pay taxes of any kind and assumes no such liability as a
result of this solicitation. Any property tax payable on the Contractor’s equipment
which may be installed in a state-owned facility is the responsibility of the
Contractor.

ii. INDEPENDENT CONTRACTOR
It is agreed that nothing contained herein is intended or should be construed in any
manner as creating or establishing the relationship of partners between the parties
hereto. The Contractor represents that it has, or will secure at its own expense, all
personnel required to perform the services under the Addendum. The Contractor’s
employees and other persons engaged in work or services required by the
Contractor under the Addendum shall have no contractual relationship with the
State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment
(including without limit claims of discrimination against the Contractor, its officers,
or its agents) shall in no way be the responsibility of the State. The Contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

jj. CONTRACTOR RESPONSIBILITY
The Contractor is solely responsible for fulfilling the Addendum, with responsibility for all services offered and products to be delivered as stated in the Master Agreement, the Contractor’s bid, and the Addendum. The Contractor shall be the sole point of contact regarding all contractual matters.

The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its bid in the performance of the Addendum without the prior written authorization of the State. Following execution of the Addendum, the Contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the Addendum.

Notwithstanding the foregoing, Contractor shall have the right to use third party subcontractors that Contractor utilizes in its day to day operations, including delivery drivers and customer service, without prior written authorization of the State.

kk. POLITICAL SUB-DIVISIONS
The Contractor may extend the Addendum to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Addendum must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. §81-145, listed as “all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations.” A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.
II. NE ACCESS TECHNOLOGY STANDARDS

Contractor shall review the Nebraska Technology Access Standards, found at http://nitr nebraska.gov/standards/2-201.html and ensure that products and/or services provided under the Addendum are in compliance or will comply with the applicable standards. In the event such standards change during the Contractor’s performance, the State may create an amendment to the Addendum to request that the Addendum comply with the changed standard at a cost mutually acceptable to the parties.

nn. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY
EMPLOYMENT / NONDISCRIMINATION

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of Addendum. The Contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Addendum.

nn. EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.
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oo. PERMITS, REGULATIONS, LAWS
The Contractor shall procure and pay for all permits, licenses, and approvals
necessary for the execution of the Addendum. The Contractor shall comply with all
applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

pp. DRUG POLICY
Bidder certifies that it maintains a drug free workplace environment to ensure
worker safety and workplace integrity. Contractor agrees to provide a copy of its
drug free workplace policy at any time upon request by the State.

qq. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS
The State may terminate the Addendum, in whole or in part, in the event funding is
no longer available. The State’s obligation to pay amounts due for fiscal years
following the current fiscal year is contingent upon legislative appropriation of funds
for the Addendum. Should said funds not be appropriated, the State may terminate
the Addendum with respect to those payments for the fiscal years for which such
funds are not appropriated. The State will give the Contractor written notice thirty
(30) calendar days prior to the effective date of any termination, and advise the
Contractor of the location (address and room number) of any related equipment. All
obligations of the State to make payments after the termination date will cease and
all interest of the State in any related equipment will terminate. In no event shall the
Contractor be paid for a loss of anticipated profit.

rr. RIGHT TO AUDIT
a. The Contractor shall maintain books, records, documents, and other evidence
pertaining to the Participation Addendum and orders placed by the State under it to
the extent and in such detail as shall adequately reflect performance and
administration of payments and fees. Contractor shall permit the State to audit,
inspect, examine, copy and/or transcribe Contractor’s books, documents, papers
and records directly pertinent to the Participation Addendum or orders placed by
the State for the purpose of making audits, examinations, excerpts, and
transcriptions. This right shall survive for a period of five years following termination
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of the Participation Addendum or final payment for any order placed by the State against this Participation Addendum, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Audits and records inspection shall be limited solely to the review of non-confidential and non-proprietary records. Audits shall be performed no more than once per calendar year, and no audits shall occur after the date that is five years following termination or expiration of the Participation Addendum. Contractor has the right to dispute the results of any audit. In the event that a third party auditor is used, Contractor reserves the right to approve such auditor, which approval shall not be unreasonably upheld. Additionally, the auditor must execute the Contractor's non-disclosure agreement. Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor.

c. Without limiting any other remedy available to the State, the Contractor shall reimburse the State for any overpayments inconsistent with the terms of the Master Agreement or orders, which may be offset by any underpayments or underpayment of fees found as a result of the examination of the Contractor's records, which may be offset by any overpayments.

d. The rights and obligations herein right exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permit the State to review compliance with those obligations.
4. **LEASE AGREEMENTS:** Lease agreements are not covered under this Participating Addendum.

5. **PRIMARY CONTACTS:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Jim Chatfield</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td>6600 N. Military Trail, Boca Raton, FL 33496</td>
</tr>
<tr>
<td>Telephone</td>
<td>503-781-2970</td>
</tr>
<tr>
<td>Fax</td>
<td>503-781-2970</td>
</tr>
<tr>
<td>E-mail</td>
<td><a href="mailto:Jim.chatfield@officedepot.com">Jim.chatfield@officedepot.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Participating Entity</th>
<th>René A. Botts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td></td>
</tr>
<tr>
<td>Address</td>
<td>1526 K Street, Suite 130</td>
</tr>
<tr>
<td>Telephone</td>
<td>(402) 471-0971</td>
</tr>
<tr>
<td>Fax</td>
<td>(402) 471-2089</td>
</tr>
<tr>
<td>E-mail</td>
<td><a href="mailto:rene.botts@nebraska.gov">rene.botts@nebraska.gov</a></td>
</tr>
</tbody>
</table>
6. **SUBCONTRACTORS:** All Contractor dealers and resellers authorized in the State of Nebraska, as shown on the dedicated Office Depot, Inc. cooperative contract website, are approved to provide sales and service support to participants in the WSCA-NASPO Master Price Agreement. The Contractor’s participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

7. **ORDERS:** Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from the Master Agreement shall be deemed to be a sale under (and 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.

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

<table>
<thead>
<tr>
<th>Participating State:</th>
<th>Contractor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>By:</td>
<td>By:</td>
</tr>
<tr>
<td>[Signature]</td>
<td>[Signature]</td>
</tr>
<tr>
<td>Name:</td>
<td>Name:</td>
</tr>
<tr>
<td>Marilyn Bottrell</td>
<td>Chris McEntee</td>
</tr>
<tr>
<td>Title:</td>
<td>Title: Vice President</td>
</tr>
<tr>
<td>Materiel Administrator</td>
<td></td>
</tr>
<tr>
<td>Date: 10/16/15</td>
<td>Date: 10/7/15</td>
</tr>
</tbody>
</table>

[Additional signatures as required by Participating State]

For questions on executing a participating addendum, please contact:

State of Nebraska 14321 OC
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<table>
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<tr>
<th>NASPO ValuePoint</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Cooperative Development Coordinator</td>
<td>Tim Hay</td>
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