

**WESTERN STATES CONTRACTING ALLIANCE
PARTICIPATING ADDENDUM
for Data Communications Products and Services
Between
The State of Hawaii and Meru Networks**

This Participating Addendum will add the State of Hawaii as a Participating State to purchase from the WSCA Price Agreement, Number AR-218 with Meru Networks.

1. Scope: This addendum covers Data Communications Products and Services within the scope of the WSCA Master Agreement for State Agencies and Political Subdivisions listed herein:

- Executive Branch
- Dept. of Education
- Office of Hawaiian Affairs
- Legislative Branch: House of Representatives and Senate
- Judiciary
- City & County of Honolulu: All jurisdictions
- County of Hawaii: All jurisdictions
- County of Kauai: All jurisdictions
- County of Maui: All jurisdictions
- University of Hawaii
- Hawaii Health Systems Corporation

2. Changes and additions to the master Price Agreement (MPA):

- A. Participating entities shall include Non-Profit organizations (pursuant to section 103D-804, HRS) are eligible to use this contract.
- B. Referencing Hawaii Revised Statutes (HRS) §103D-316, the State, at reasonable times, may inspect the part of the plant or place of business of the contractor or any subcontractor that is related to the performance of a contract awarded or to be awarded by the State.
- C. Usage Reporting Requirements. Meru Networks, Inc. will provide a quarterly sales report showing the gross Hawaii sales for the quarterly period just ended to the Primary Contract listed in Paragraph 3, below, in accordance with the following schedule:

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

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

- D. The laws and rules of the State of Hawaii, including the Hawaii Public Procurement Code, shall govern this agreement.
- E. The Contractor agrees to comply with Section 11-205.5, HRS, which state that campaign contributions are prohibited from a State and government contractor during the term of the contract if the contractor is paid with funds appropriated by the Legislature.
- F. The State of Hawaii is not mandated to purchase from this contract. This contract will be secondary and non-mandatory.
- G. **The State's purchasing card (pCard)** shall be used for all orders totaling less than \$2500. This requirement is for all agencies of the Executive branch with the exception of the University of Hawaii, the Department of Education, Hawaii Health Systems Corporation and the Office of Hawaiian Affairs. For contract vendors who do not accept the pCard, agencies shall continue to issue purchase orders for their transactions with that vendor.

Contractor(s) shall forward invoices, original and three (3) copies, directly to the ordering agency. General excise tax shall not be applied to the delivery charge.

Section 103-10, HRS, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period. Further, the State will reject any offer submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

- 3. Primary Contact: The primary state government contact for this participating addendum is as follows:

Contact:	Kevin Takaesu
State/Political Entity:	State Procurement Office
Address:	P.O. Box 119
City, State, Zip:	Honolulu, HI 96810-0119
Phone:	808-586-0555
Fax:	808-586-0570
Email:	kevin.s.takaesu@hawaii.gov

- 4. Price Agreement Number: The Master Price Agreement Number AR-218 must be shown on all invoices issued against this agreement.

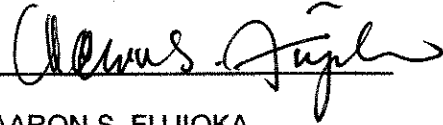
This participating addendum and the WSCA Master Price Agreement, Number AR-218, (administered by the State of Utah) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter

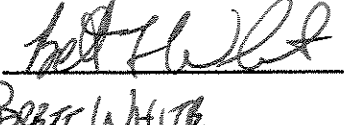
hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Contract, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Contract and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Contract and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

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

Government Entity: STATE OF HAWAII

Contractor: Meru Networks

Signature: 

Signature: 

Name: AARON S. FUJIOKA

Name: BRETT WHITE

Title: Administrator

Title: CFO

Date: 6/24/08

Date: 6/16/08