



Oklahoma State Regents for Higher Education

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NetApp

CONTRACT No. C090005

CONTRACT TITLE: NetApp, Inc.

CONTRACT NUMBER: C090005

AMENDMENT DATE: December 17, 2010

WEB SITE ADDRESS: OneNet: www.onenet.net/ops

AMENDMENT 5:

Section 1. The provision of the Agreement which sets forth the Manufacturer's designated authorized resellers is hereby amended by deleting it in its entirety and substituting, in lieu thereof, the following:

AUTHORIZED RESELLER CONTACT INFORMATION:

CDW-G
230 N Milwaukee Ave
Vernon Hills, IL 60061

Contact Name: Pranav L Parekh
Sr. Regional Account Manager
Email: pranpar@cdwg.com
Phone: (866) 222-8696
FAX: (312) 705-9429

Immix Technology Group
8444 Westpark Dr Suite 200
McLean, VA 22102

Contact Name: Kristina Oh
Email: Kristina_Oh@immixgroup.com
Phone: (571) 405-2955
FAX: (703) 752-0611

INX Inc
4900 Richmond Square Dr #300-D
Oklahoma City, OK 73118

Contact Name: David Dollar
Email: david.dollar@inxi.com
Phone: (405) 286-4402
FAX: (972) 956-9518

ISG Technology Inc
127 N 7th St
Salina, KS 67401

Contact Name: Thom McAleer
Email: tmcaleer@isgtech.com
Phone: (913) 826-6028
FAX: (785) 827-3310

Lumenate
17000 Dallas Parkway #120
Dallas, TX 85248

Contact Name: Mike Fields
Email: mike.fields@lumenate.com
Phone: (972) 248-8999 X 134
FAX: (972) 248-8998

Peak Methods Inc dba: Peak Uptime
823 S Detroit Ave #200
Tulsa, OK 74120

Contact Name: Rolf Strasheim
Email: Rolf.Strasheim@peakuptime.com
Phone: (405) 204-7653
FAX: (866) 891-6742

Presidio Networked Solutions, Inc
3805 S. Aster Avenue
Broken Arrow, Ok 74011

Contact Name: Roy Hackett
Email: rhackett@presidio.com
Phone: (918) 605-7932
FAX: (918) 286-6996

Section 2. The Agreement is hereby amended by deleting in its entirety Section 34 Force Majeure and substituting, in lieu thereof, the following:

34. Force Majeure

Neither party shall be liable to the other for any alleged loss or damages resulting from the delivery or warranty of the Products, or performance of Services being delayed by acts of Customer or Regents, acts of civil or military authority, governmental priorities, fire, floods, earthquakes, epidemics, quarantine, energy crises, strikes, labor trouble, terrorism, war, riots, accidents, shortages, delays in transportation, or any other causes beyond the reasonable control of NetApp. This provision, Force Majeure, shall not apply to payments due hereunder for accepted Products and services actually performed.

All provisions of the Agreement shall remain in full force and effect at the same terms and conditions of the original contract including all amendments.