

PARTICIPATING ADDENDUM

COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED SERVICES

MASTER PRICE AGREEMENT

IBM Corporation
Contract Number A63311

State of Alaska

1. **Scope**
All government entities within the State of Alaska, including all state agencies and local public purchasing units, including cities/boroughs, school districts, and universities, are authorized to purchase products and services under the terms and conditions of the price agreement.

2. **Changes:**
 - A. **Default:**
In the case of default (default as referenced herein is as defined in section 45, Default and Remedies of the Master Price Agreement) by the contractor, the State of Alaska may procure equal goods or services from another source able to provide similar replacement goods or services at a competitive price. The State of Alaska may hold the contractor responsible for any resulting excess cost and may seek other remedies under law or equity. Contractor shall be entitled to payment, determined on a pro-rata basis, for work, products or services satisfactorily performed and accepted.
 - B. The reporting format shall be as follows: On at least a quarterly basis, IBM will supply the State of Alaska with an electronic usage report, which will include a list of the purchasing entity; description of item(s) purchased; date; dollar amount; retail price; and extended price for each transaction.

3. **Primary Contact:**
The primary participating entity contact for this participating addendum is as follows:
 Name: Staci Augustus
 Participating Entity Name: State of Alaska
 Address: PO Box 110210, Juneau, Alaska 99811
 Telephone: 907-465-5678
 Fax: 907-465-2189
 E-mail: staci_augustus@admin.state.ak.us

 The primary Contractor contact for this participating addendum is as follows:
 Name: James Schroeder
 Contractor: IBM Corporation
 Address: 4263 Commercial St. SE, Suite 100, Salem, OR 97302
 Telephone: 503.399.3825 (TL284)
 Fax: 503.399.3793 (TL 284)
 E-mail: jschroed@us.ibm.com

4. **Servicing Subcontractors:**
Only those IBM Business Partners authorized by IBM, as listed on the IBM WSCA/NASPO website, are eligible to support the IBM WSCA/NASPO Master Price Agreement. IBM Business Partners are only authorized to quote to the Participating Entity the products and pricing specified by IBM for the WSCA/NASPO Master Price Agreement. Eligible products include ThinkCentre

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Post-It [®] brand fax transmittal memo 7671		# of pages ▾
To <i>Bruce Jones</i>	From <i>Staci Augustus</i>	
Co.	Co.	
Dept.	Phone #	
Fax # <i>206-587-2818</i>	Fax #	

commercial desktop systems, ThinkPad notebooks, ThinkVision Products, IBM options, and Express Models, eServer xSeries and IntelliStation Products.

All Participating Entity orders and payments are to be issued directly to IBM. Each Purchase Order, at the time of order placement, must include the quoting Business Partner's Location ID (LOCID), if a Business Partner has been used, and must identify the WSCA/NASPO Master Price Agreement number. Inclusion of the LOCID on the Purchase Order will result in a fee payment to the Business Partner. Such fee payment will not affect the pricing specified in the WSCA/NASPO Master Price Agreement.

IBM may add or delete eligible Products upon 30 days' written notice to the Participating Entity, and written approval by the Participating Entity. IBM may also add or delete eligible Business Partner authorizations at its discretion with 30 days written notice to the Participating Entity. Business Partner changes will be posted to the WSCA/NASPO website 30 days after the date of notification.

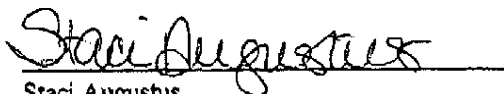
All orders are to be issued directly to:
 IBM Corporation
 Western States Contracting Alliance
 WSCA-YE085
 7100 Highlands Parkway
 Smyrna, GA 30082

And all payments are to be Issued to:
 IBM Corporation
 PO Box 945684
 Atlanta, GA 30394-5684

This Addendum and the Western States Contracting Alliance ("WSCA"), Master Price Agreement, number A63311, 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 referenced Master Price Agreement, referenced herein, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master 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 Master Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

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

Signatures as required by State Statutes, Rules or Policies



Staci Augustus
 Contracting Officer
 State of Alaska
 Date: 2-16-05



Bruce Jones
 Territory Sales Representative
 International Business Machines Corp.
 Date: February 16, 2005

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