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DIVISION OF GENERAL  
SERVICES & SUPPLIES PARTICIPATING ADDENDUM

COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED SERVICES

MASTER PRICE AGREEMENT  
LENOVO (United States) Inc. (Lenovo)  
Contract Number A74813

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:** *case* <sup>SR</sup>

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, Lenovo 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~~ *Jason Soza*  
Participating Entity Name: State of Alaska  
Address: PO Box 110210, Juneau, Alaska 99811  
Telephone: 907-465-~~5678~~ *5682*  
Fax: 907-465-~~2189~~ *2189*  
E-mail: ~~staci.augustus@admin.state.ak.us~~  
*jason-soza@*

The primary Contractor contact for this participating addendum is as follows:

Name: Dale Doane, Public Sector Marketing Manager  
Contractor: Lenovo (United States) Inc  
Address: 800 N. Frederick Avenue, Gaithersburg MD 20879  
Telephone: 301-803-2838  
Fax: 301-240-2550  
E-mail: drdoane@us.ibm.com

4. **Servicing Subcontractors:**

Only those Lenovo Business Partners authorized by Lenovo, as listed on the Lenovo WSCA/NASPO website, are eligible to support the Lenovo WSCA/NASPO Master Price Agreement. Lenovo Business Partners are only authorized to quote to the Participating Entity the products and pricing specified by Lenovo for the WSCA/NASPO Master Price Agreement. Eligible

products include ThinkCentre commercial desktop systems, ThinkPad notebooks, ThinkVision Products, Think upgrades and accessories, and Express Models.

All Participating Entity orders and payments are to be issued directly to Lenovo. 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.

Lenovo may add or delete eligible Products upon 30 days' written notice to the Participating Entity, and written approval by the Participating Entity. Lenovo 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:  
Lenovo (United States) Inc.  
8123 S. Hardy Drive  
Tempe, AZ 85284

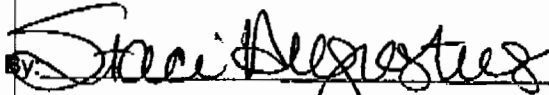
And all payments are to be issued to:  
Lenovo (United States) Inc.  
PO Box 643055  
Pittsburgh, PA 15264-3055

This Addendum and the Western States Contracting Alliance ("V/SCA"), 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**

Entity Name: State of Alaska

By: 

Name: Staci Augustus

Title: Contracting Officer

Date: 5-25-05

Contractor: Lenovo (United States) Inc.

By: 

Name: Dale R. Doane

Title: Public Sector Marketing Manager

Date: 5/21/05