

PARTICIPATING ADDENDUM

COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED SERVICES

MASTER PRICE AGREEMENT

LENOVO (United States) Inc.
Contract Number A74813

STATE OF ARKANSAS

1. Scope

All eligible purchasers within the State of Arkansas including local public procurement units are authorized to purchase products and services under the terms and conditions of this price agreement.

2. Changes: Changes to the terms and conditions of the signed Master Price Agreement are as follows:

A. Section 44.A (Reporting and Fees) is hereby modified by the addition of the following:

- 1) In addition to any reporting and fees required in the Master Price Agreement, Lenovo (United States) Inc. ("Lenovo") agrees to provide a quarterly report to the Arkansas Primary Contact within 30 days following the quarter being reported. The quarterly report will include the Procuring Agency name, product purchased, quantity, unit price and extended price.
- 2) An administrative fee of ½ of 1% per reporting period shall be collected on behalf of the State of Arkansas and submitted by the last day of the month following the end of the reporting period with an annual review each fiscal year.

B. Section 14 (Products and Service Schedule) is hereby modified by the addition of the following:

Software, published by Trend Micro, Symantec, Network Associates, Corel, Microsoft, Oracle, and IBM (State LAR Software Contract) other than operating software may NOT be procured.

C. Section 6.A. (Acceptance) is hereby restated as follows:

A Procuring Agency shall determine whether all Products delivered to it meet the Contractor's published specifications. No payment shall be made for any Products until the Products have been accepted in by the Procuring Agency. Unless otherwise agreed upon between the Procuring Agency and the Contractor, within thirty (30) days from the date of the invoice, the Procuring Agency shall accept or reject the Products or Services.

- D. **Section 6.B (Payment of Invoices), Subparagraphs 1 and 2** are hereby restated as follows:

Payments shall be submitted to the contractor at the address shown on the invoice. Payment shall be tendered to the contractor within thirty (30) days of the date of invoice. After the sixtieth (60) day from the date of the invoice unless mutually agreed to, interest shall be paid on the unpaid balance due to the contractor at the rate of one half of one percent per month in accordance with Arkansas Code Annotated § 19-11-224. The procuring agency shall make a good-faith effort to pay within thirty (30) days after date of invoice.

- E. **Section 20 (Records & Audits)** is hereby restated as follows:

Records relevant to Purchasing Entity transactions shall be subject to examinations by appropriate government authorities for a period of five (5) years from the date of acceptance of the purchase order.

- F. **Section 22 (Use of Servicing Subcontractors)** is hereby modified by the addition of the following:

Lenovo's use of Servicing Subcontractors, if any, will be identified in the landing page website for Arkansas.

Only those Lenovo Business Partners authorized by Lenovo 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.

(LOCID) and All Participating Entity orders and payments are to be directly with Lenovo and each Purchase Order at time of order placement must include the quoting Business Partner's Location ID (LOCID) and 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.

- G. **Section 15 (Product Substitutions)** is hereby modified by the addition of the following:

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.

- H. **Section 32 (Governing Law)** is hereby modified by the addition of the following:
This Agreement shall be governed by the laws of the State of Arkansas.

3. Primary Contact:

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

Name: Robin Rogers
Participating Entity Name: State of Arkansas, Office of State Procurement
Address: 1509 West 7th Street, Little Rock, Arkansas 72201
Telephone: (501) 371-6067 **Fax:** (501) 324-9311
E-mail: robin.rogers@dfa.state.ar.us

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) 240-2838 **Fax:** (301) 240-2550
E-mail: drdoane@us.lenovo.com

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 Price Agreement 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 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.

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

State of Arkansas

By: Joseph Giddis

Printed Name: Joe Giddis

Title: Director, OSP

Date: 6/15/05

Lenovo (United States) Inc.

By: Dale Doane

Printed Name: Dale Doane

Title: Public Sector Marketing Manager

Date: 6/7/05