

## PARTICIPATING ADDENDUM

### COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED SERVICES

#### MASTER PRICE AGREEMENT

IBM Corporation

Contract Number A63311

City of New London, CT

**1. Scope**

This addendum is for use by all City of New London, CT departments and for the New London Public School system.

**2. Changes:**

No changes are required at this time.

**3. Primary Contact:**

The primary participating entity contacts for this participating addendum are as follows:

**Name:** William R. Hathaway  
**Participating Entity Name:** City of New London, CT  
**Address:** 13 Masonic Street, New London, CT 06320  
**Telephone:** (860)447-5215  
**Fax:** (860)447-5297  
**E-mail:** [whathaway@ci.new-london.ct.us](mailto:whathaway@ci.new-london.ct.us)

**Name:** Timothy Wheeler  
**Participating Entity Name:** New London Public Schools  
**Address:** 134 Williams Street, New London, CT 06320  
**Telephone:** (860)447-6023  
**Fax:** (860)701-5811  
**E-mail:** [wheelert@newlondon.org](mailto:wheelert@newlondon.org)

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

**Name:** Karen Schneider  
**Contractor:** IBM Corporation  
**Address:** 4660 La Jolla Village Drive, Suite 300, San Diego, CA 92122  
**Telephone:** 858-587-5137  
**Fax:** 858-587-5099  
**E-mail:** [kasch@us.ibm.com](mailto:kasch@us.ibm.com)

**4. Servicing Subcontractors:**

Only those IBM Business Partners authorized by IBM are eligible to support the IBM WSCA/NASPO Master Price Agreement and will be identified in the individual Participating Addendum or on the individual website for the Participating Entity. 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. Inclusion of the Business Partner identifier in the Purchase Order may result in a fee payment to the Business Partner. Such fee payment will not affect the pricing specified in the

Orders and payments are to be issued directly to IBM unless otherwise mutually agreed upon.

**The Master Price Agreement Number MUST be shown on all Purchase Orders issued against this Agreement.**

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.

**Signatures as required by State Statutes, Rules or Policies**

By: Martin H. Berliner  
Printed Name: Martin H. Berliner  
Title: City Manager  
Date: June 22, 2007

IBM Corporation  
By: K.A. Schneider  
Printed Name: K.A. Schneider  
Title: WSCA/Naspo Nat'l Pgm Mgr.  
Date: June 26, 2007