

PARTICIPATING ADDENDUM

COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED SERVICES

**MASTER PRICE AGREEMENT
HEWLETT PACKARD COMPANY
Number A63309**

**State of Delaware
Office of Management and Budget
Government Support Services**

1. Scope

The Office of Management and Budget, Government Support Services has the jurisdiction to enter into this agreement on behalf of all governmental entities within an entire state in accordance with the State Procurement Code.

2. Changes:

MANDATORY INSURANCE REQUIREMENTS:

Certificate of Insurance and/or copies of insurance policies for the following:

- 1. As a part of the addendum requirements, the contractor shall obtain at its own cost and expense and keep in force and effect during the term of this addendum, including all extensions, the minimum coverage limits specified below with a carrier reasonably satisfactory to the State. All contractors shall carry Comprehensive General Liability and at least one of the other coverages depending on the type of service or product being delivered.

- a. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

and

- b. Professional Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

or

- c. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.

2. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.

- 2. Contractor shall endeavor to provide Forty-five (45) days written notice of cancellation or material change of any policies shall be required.

3. Before any work is done hereunder, the Certificate of Insurance referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

**Contract Administrator, Government Support Services
WSCA Master Price Agreement A63309
State of Delaware
100 Enterprise Place, Suite 4
Dover, DE 19904**

Note: The State of Delaware shall not be named as an additional insured.

3. **STATE OF DELAWARE BUSINESS LICENSE:**

The contractor shall either furnish Government Support Services with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200 -- Public Service, (302) 577-8205 -- Licensing Department.

Information regarding the State of Delaware's decision to enter into this participating addendum will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

4. **NON-PERFORMANCE:**

In the event the contractor does not fulfill its obligations under the terms and conditions of this agreement, the ordering Participating Entity may purchase equivalent product on the open market. Any difference in cost between the Master Price Agreement and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice. The liabilities herein are subject to the limitation of liability provisions of the WSCA Agreement to which this Participating Addendum applies.

5. **MANDATORY USAGE REPORT:**

A report shall be furnished by the successful contractor **MONTHLY Electronically in Excel format** detailing the purchasing of all items by the State of Delaware through this addendum. The format to be followed is described herein and shall be filed within thirty (30) days after the end of each reporting period. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, contractors who are determined to be in default of this mandatory report requirement may have such conduct considered against them as justification by the State for possible agreement termination.

6. **ORDERING PROCEDURE:**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone order, followed by confirming written Purchase Order, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

7. **BILLING:**

The contractor is required to "Bill as Shipped" to the respective ordering Participating Entity(s). Ordering agencies shall provide The Master Price Agreement Number, ship to and bill to address, contact name and phone number.

8. **PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

9. **FORMAL CONTRACT AND/OR PURCHASE ORDER:**

No employee of the Contractor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. A purchase order, telephone order confirmed with a confirming written purchase order, fax, computer on-line systems or State credit card shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the Contractor(s).

10. **TERMINATION OF P.O.'s:**

- a. Termination for Cause If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations, or if the Contractor violates any of the covenants, agreements, or stipulations of this addendum, the Participating Entity shall have the right to terminate the P.O. by giving written notice to the Contractor of such default and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination during which period Contractor must cure such default. If the Contractor fails to cure the default, the Participating Entity may terminate the Purchase Order for default upon written notice. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the contractor in the performance of the P.O. shall, at the option of the Participating Entity, be delivered to the Participating Entity, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Participating Entity.

- b. Termination for Convenience The Participating Entity may terminate the P.O. at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the Participating Entity, shall be delivered to the Participating Entity and the Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Participating Entity.

11. RIGHTS AND OBLIGATIONS:

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the terms of this agreement, unless and until a valid executed purchase order has been approved by the Secretary of Finance, and all procedures of the Department of Finance have been complied with. A separate purchase order, as described in section 9 above, shall be issued for every project.

12. TERMINATION OF CONTRACT:

- a. Termination for Cause - If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations under this agreement, or if the Contractor violates any of the covenants, agreements, or stipulations of this agreement, the State shall thereupon have the right to terminate this agreement by giving written notice to the Contractor of such and specifying the date at least thirty (30) days before the effective date of such termination during which period Contractor must cure such default. If the Contractor fails to cure the default, the State may terminate this Agreement for default upon written notice. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this agreement shall, at the option of the State, shall be delivered to the State, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.
- b. Termination for Convenience - The State may terminate this agreement at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the State, shall be delivered to the State and the Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the State.

13. REMEDIES:

Except as otherwise provided in this agreement, all claims, counterclaims, disputes, and other matters in question between the State and the Contractor arising out of, or relating to, this addendum, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

14. VENDOR EMERGENCY RESPONSE POINT OF CONTACT:

The Participating Entity may contact 1-800/HP INVENT twenty four (24) hours a day, seven (7) days a week to obtain commodities and services from HP when the assigned HP account representatives for the State are unavailable.

15. STANDARD PRACTICES:

HP Products and Services are provided in accordance with the warranties contained in the WSCA Agreement to which this Participating Addendum applies.

The Contractor understands that Products provided under this Agreement must be consistent with practices utilized by, or standards promulgated by Department of Technology and Information (DTI). If any service, product or deliverable furnished by a contractor does not conform to DTI standards or general practices, the contractor shall, at its expense and option either (1) replace it with a conforming equivalent, (2) modify it to conform to DTI standards or practices, or (3) accept its return in accordance with Contractor's then current Return Policies for State and Local Government.

16. CONFIDENTIALITY AND DATA INTEGRITY:

The State of Delaware, Department of Technology and Information is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored; e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State Agency data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information.

The Contractor is required to agree to the requirements in the **CONFIDENTIALITY AND INTEGRITY OF DATA STATEMENT, (Attachment 1)**, and is made a part of this addendum.

17. SECURITY

HP licenses virus protection/network security software manufactured by third parties, and may license such Software to Participating Entities under this Agreement. To the extent that such software fails to conform to the manufacturer's warranty for such product, and if such manufacturer fails to honor a valid warranty claim made by a Participating Entity, HP will use reasonable commercial efforts to enforce the warranty on the Participating Entity's behalf.

18. CYBER SECURITY LIABILITY:

HP licenses virus protection software/network security software manufactured by third parties and may license such Software to Participating Entities under this Agreement. To the extent that such software fails to conform to the manufacturer's warranty for such product, and if such manufacturer fails to honor a valid warranty claim made by a Participating Entity, HP will use reasonable commercial efforts to enforce the warranty on the Participating Entity's behalf.

17. PAYMENT OF TAXES:

The State of Delaware is tax exempt. Payments of taxes for any money received by the contractor under this agreement shall be the contractor's sole responsibility. If any Participating Entity authorized to purchase under this agreement is not exempt from sales, gross receipts, or local option taxes for the transaction, the Contractor shall be reimbursed by the Participating Entity to the extent of any tax liability assessed.

18. NON-APPROPRIATION:

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

19. SOVEREIGN IMMUNITY:

The State of Delaware does not waive its sovereign immunity by entering into this agreement and fully retains all immunities and defenses provided by law with regard to any action based on this agreement.

20. ANTITRUST:

By entering into a Contract, the Contractor agrees to consider, in the Contractor's Discretion, all causes of action it may now have or hereafter acquire under the antitrust Laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the State of Delaware under said contract. For any Cause of action taken herein by Contractor, the State of Delaware, at the State's Discretion, may participate in any such action. In the event that Contractor desires to Participate in such action; the Contractor shall not oppose the State's request to join Such action so long as the interests/positions of the State of Delaware are not adverse to the interests/positions on the Contractor.

21. INDEMNIFICATION:

A. The Contractor shall hold the State of Delaware, its Participating Entities and agencies and employees harmless and shall indemnify the State of Delaware, its Participating Entities and its agencies and employees against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to real property or tangible personal property arising from the negligent or willful acts or omissions of the contractor, its agents, officers, employees or subcontractors.

B. Contractor shall not be liable for damages that are the result of negligence by the State of Delaware, its Participating Entities, or its employees.

22. AMENDMENTS:

This agreement may be amended, in writing, by mutual agreement of the parties.

23. **ASSIGNMENT:**

This contract shall not be assigned except by express written consent from the Director, Government Support Services, of the State of Delaware.

Attachment 1

State of Delaware
DEPARTMENT OF TECHNOLOGY AND INFORMATION
William Penn Building
801 Silver Lake Boulevard
Dover, Delaware 19904

CONFIDENTIALITY AND INTEGRITY OF DATA STATEMENT

The Department of Technology and Information is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored; e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State Agency data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data owned by the State, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information.

On behalf of Contractor and its employees, when performing work for the Department of Technology and Information, we understand that we act as an extension of DTI and therefore we are responsible for safeguarding the States' data and computer files as indicated above. We will not use, disclose, or modify State data or State computer files without the written knowledge and written authorization of DTI. Furthermore, we understand that we are to take all necessary precautions to prevent unauthorized use, disclosure, or modification of State computer files, and we should alert the appropriate immediate supervisor of any situation which might result in, or create the appearance of, unauthorized use, disclosure or modification of State data.

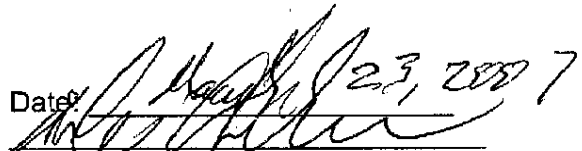
Penalty for unauthorized use, unauthorized modification of data files, or disclosure of any confidential information may mean the loss of my position and benefits, and prosecution under applicable State or Federal law. This statement applies to the undersigned Contractor and to any others working under the Contractor's direction.

I, the Undersigned, hereby affirm that I have read and understood the terms of the above Confidentiality and Integrity of Data Statement, and that we agree to abide by the terms above.

Hewlett-Packard Company
Contractor

Date:

Contractor Name:

Handwritten signature and date: 23, 2007**3. Primary Contact:**

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

Name: Arnold Cookson

Participating Entity Name: State of Delaware, Office of Management and Budget, Government Support Services

Address: 100 Enterprise Place, Suite 4, Dover, DE 19904

Telephone: 302-857-4553

Fax: 302-739-3779

E-mail: Arnold.Cookson @state.de.us

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

Name: Debra Lee, Public Sector Contract Manager

Contractor: Hewlett Packard Company

Address: 442 Swan Blvd., Deerfield, IL 60015

Telephone: 847.537.0344

Fax: 281.927.5213

E-mail: debra.lee@hp.com

4. Servicing Subcontractors:

Only those HP Authorized resellers and service providers listed on the HP website www.hp.com/buy/WSCAII are eligible to support the Price Agreement under HP's Influencer Program (Reseller Agent) or Service Provider Program, as approved by the Participating Entity.

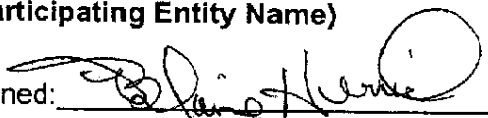
Orders and payments are to be handled by HP directly.

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

(Participating Entity Name)

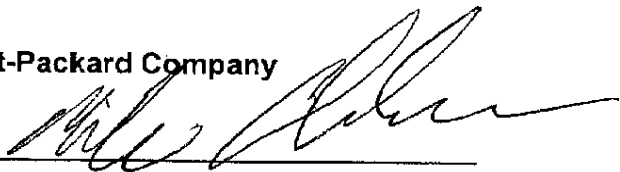
Signed: 

Printed Name: Blaine Hennis

Title: Contract Administrator

Date: 3/27/07

Hewlett-Packard Company

Signed: 

Printed Name: Mike Chandler

Title: Contract Manager

Date: 3/29/07