

**WESTERN STATES CONTRACTING ALLIANCE (WSCA) PARTICIPATING ADDENDUM TO
COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED SERVICES**

MASTER PRICE AGREEMENT
IBM Corporation
Contract Number A63311

Georgia Technology Authority (GTA) on behalf of the State of Georgia

1. Scope:

For purposes of this contract and participating addenda, GTA's jurisdiction includes participation by all departments, agencies, authorities, boards, commissions and political sub-divisions of the State of Georgia who elect to make purchases via this WSCA agreement in accordance with GTA's policies, procedures, terms and conditions and any participating entities' local ordinances, policies, practices, procedures, terms and conditions.

2. Changes:

a. Section 6B(2), Payment Provisions, Payment of Invoice, paragraph 2. Delete the paragraph entirely and replace with the following:

Each using entity agrees to pay Contractor for all undisputed amounts within thirty (30) days of receipt of invoice, provided that Equipment and Services have been accepted by the Agency as provided in section 6A of the Agreement.

b. Section 6C., paragraph 2, Payment of Taxes: Delete Paragraph 2 in its entirety and replace with the following:

Taxes. All fees payable to Contractor hereunder shall be net of any and all taxes that the Contractor may be required by law to collect in connection with the provision of the Equipment and Services hereunder. Contractor shall be solely responsible for the payment of any and all taxes lawfully imposed upon it, including but not limited to taxes on property owned, leased or used by Contractor; franchise or privilege taxes on Contractor's business; gross receipts taxes to which Contractor is subject; and income taxes. By this paragraph, GTA makes no representation whatsoever as to the liability or exemption from liability of Contractor to any tax imposed by any governmental entity. In regard to State of Georgia sales tax, see attached "Sales and Use Tax Certification of Exemption" which applies to all State of Georgia Government entity users (purchasers) using this Agreement.

c. Section 7 Agreement Term. Delete paragraph in its entirety and replace with the following:

The Term of this Addendum shall be effective on the date signed by both parties and end as of the end of the then-current fiscal year (July 1-June

30). Thereafter, the Addendum may be renewed at the sole discretion of GTA on a year-to-year basis for up to two (2) fiscal year periods.

d. Section 12 A (2) add the following:

“...provided that such defense or settlement of any claim shall be subject to the prerogatives of the Georgia Attorney General.”

e. Section 12. Add new section D-Contractor’s indemnification obligation in this Section will survive the expiration or termination of this Agreement for any reason.

f. Section 17.A., paragraph 8. Takeback/Recycling Programs: State of Georgia users must use the Department of Administrative Services (DOAS) Surplus Property program, if required, or if not required/eligible, agencies may use the WSCA participating contractors program, as they deem appropriate, upon authorization from DOAS Surplus Property.

g. Section 20. Records and Audits: Delete references to Min. Stat and replace with the following:

Record Retention and Audit Rights. Contractor shall, and shall cause each of its subcontractors to, maintain accurate books, records, documents and other evidence concerning Contractor’s financial status, costs, expenses, provision of Equipment and performance of Services under this Agreement (collectively, “Records”) for the latter of: (a) five (5) years after the final payment under this Agreement, (b) for such period (if any) as is required by applicable statute. Contractor’s accounting procedures and practices shall conform to generally accepted accounting principles (“GAAP”) and the costs properly applicable to this Agreement shall be readily ascertainable therefrom. The State of Georgia, by and through the GTA or State Auditor, shall have the right, exercisable at any reasonable time during normal business hours, to inspect and audit any Records. Upon request, Contractor shall deliver the required documentation and records on the date and at the location specified by GTA or State Auditor or other duly authorized officer of the State of Georgia.

h. Add to Section 24 the following paragraph concerning the Tort Claims Act.

If and to the extent such damage or loss as covered by this Indemnification provision is covered by the State of Georgia Tort Claims Fund (the “Fund”), Contractor agrees to reimburse the Fund. To the full extent permitted by the Constitutions and the laws of the State of Georgia and the terms of the Fund, Contractor and its insured waive any right of subrogation against the State of Georgia, the Indemnitees and the Fund and insurers participating hereunder, to the full extent of this indemnification.

i. Change Section 31, Limitation of Liability, to read as follows:

The Contractor's liability to a Purchasing Entity for any cause whatsoever

shall be limited to the purchase price paid to the Contractor for the products and services that are the subject of the Purchasing Entity's claim. The foregoing limitation does not apply to Paragraphs 12 and 24 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence, or to damages resulting from the Contractor's or Subcontractor's tortious gross negligence or tortious willful conduct. In no event shall the Contractor be liable for any indirect, special, punitive, or consequential damages arising out of this Agreement or the use of the Products or Services purchased by the Purchasing Entity hereunder, loss of, or damage to data, lost profits, business, revenue, goodwill, or anticipated savings even if the Contractor has been advised of the possibility of such damages. Both parties agree that this Contract does not create any right or cause of action for any third party against the other except for third party claims that fit within the indemnification provision of this Contract.

j. Section 35, Data Practices

Paragraph A. Add: The Contractor must comply with the Georgia Technology Authority's Enterprise Information Security Policy, effective 9/10/02, Revised: 6/2/04 as found on www.gta.ga.gov, procurement, policy, Enterprise Information Security Policy, as applicable.

Paragraph B: Add: Requests for information related to the State of Georgia must be in compliance with the Georgia Open Records Act.

k. Add Section 58 Vendor Lobbyist Certification. Contractor's signatory hereby certifies on behalf of Contractor, that, to the best of Contractor's information, knowledge and belief, as of the Effective Date of this Agreement, any lobbyist employed by Contractor has registered with the Georgia State Ethics Commission and complied with the requirements of the Executive Order dated October 1, 2003 ("Providing for the Registration and Disclosure of Lobbyists Employed or Retained by Vendors to State Agencies"). This Agreement may be declared void at GTA's sole discretion, if it is determined that Contractor has made false certification hereinabove or has violated such certification by failure to carry out the requirements of such Executive Order.

l. Add Section 59 Non-exclusivity. This Addendum is entered into solely for the convenience of the State of Georgia, and in no way precludes GTA, the State or any Agencies from obtaining like goods from other suppliers upon prior approval of the GTA. Such approval shall be made at the sole discretion of the GTA, and shall be conclusive. Such approval shall only be granted when it is deemed to be in the best interest of the State to do so.

m. Exhibit D, Delete in its entirety and add Section 60 Confidential Information: All information exchanged by the parties under this Addendum is non-confidential. Should any party require the exchange of confidential information hereunder, such exchange will be made under a separately executed and mutually satisfactory confidentiality agreement negotiated for that purpose.

3. Primary Contact:

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

Name: Nanci Glazer Gay
Participating Entity Name: Georgia Technology Authority
Address: 100 Peachtree Street, Suite 23, Atlanta, Georgia 30303
Telephone: 404-463-6539
Fax: 404-651-5333
E-mail: nggay@gta.ga.gov

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 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 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 directly with IBM 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.

IBM may add or delete eligible Products, Business Partner authorizations, including withdrawal of all such authorizations, upon 30 days' written notice to the Participating Entity.

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 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

Name: W F Walsh

Name: Tom Wade

Name (print): WILLIAM F WALSH

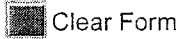
Name (print): Tom Wade

Title: IBM CLIENT EXECUTIVE

Title: Executive Director

Date: 1/24/2005

Date: 1/27/05



STATE OF GEORGIA
DEPARTMENT OF REVENUE
SALES AND USE TAX CERTIFICATE OF EXEMPTION
GEORGIA PURCHASER OR DEALER
EFFECTIVE JULY 1, 2000

To: IBM (SUPPLIER) 01/10/05 (DATE)

4263 Commercial St. SE, Suite, 100, Salem, OR 97302 (ADDRESS)

THE UNDERSIGNED HEREBY CERTIFIES that all tangible personal property purchased or leased after this date will be for the purpose indicated below, unless otherwise specified on a particular order, and that this certificate shall remain in effect until revoked in writing.

- 1. Resale, rental or leased only, including but not limited to the purchase for resale of gasoline and other motor fuels.
2. Materials for further processing, manufacture or conversion into articles of tangible personal property for resale which will become a component part of the property for sale...
3. Machinery used directly in the manufacture of tangible personal property for sale purchased as additional, replacement or upgrade machinery to be placed into an existing plant in this State.
4. Direct Pay Permit authorized under Regulation 560-12-1-.16. The holder of a Direct Pay Permit must pay the 3% Second Motor Fuel Tax to suppliers on purchases of gasoline.
5. For use by Federal Government, State Government, any county, municipality or public school system of this State, when supported by official purchase orders or for use by Hospital Authorities created by Article 4, Chapter 7, of Title 7, and County or City Housing Authorities created by Article 1, Chapter 3 of Title 8. The State of Georgia, counties, municipalities, public schools, Hospital and Housing Authorities of Georgia must pay the 3% Second Motor Fuel Tax to suppliers. A Georgia Sales and Use Tax Certificate of Registration Number is not required for this exemption.
6. Aircraft, watercraft, motor vehicles and other transportation equipment manufactured or assembled, sold and delivered by the manufacturer or assembler for use exclusively outside this State, or delivery of the crafts is for the sole purpose of removing same under its own power when it does not lend itself more reasonably to removal by other means. A Georgia Sales and Use Tax Certificate of Registration Number is not required for this exemption.
7. Aircraft, watercraft, railroad locomotives and rolling stock, motor vehicles and major components of each, which will be used principally to cross the borders of this State in the service of transporting passengers or cargo by common carriers and by carriers who hold common carrier and contract carrier authority in interstate or foreign commerce under authority granted by the United States government. Replacement parts installed by carriers in such craft or vehicles which become an integral part of the craft or vehicle are likewise exempt. Private and contract carriers are not exempt.

State of Georgia Government (TYPE OF BUSINESS ENGAGED IN BY THE PURCHASER) (COMMODITY CODE)

I declare, under penalties of false swearing, that this certificate has been examined by me and to the best of my knowledge and belief is true and correct, made in good faith, pursuant to the sales and use tax laws of the State of Georgia.

Georgia Technology Authority on behalf of authorized State of GA users 56700047K (PURCHASER'S FIRM NAME) (CERTIFICATE OF REGISTRATION NO.)

100 Peachtree Street, Suite 2300, Atlanta, GA 30303 (ADDRESS)

By [Signature] Title CIO, State of Georgia (SIGNATURE) (OWNER, PARTNER, OFFICIAL)

A supplier is required to have only one certificate of exemption form on file from each purchaser buying tax exempt. The supplier must exercise ordinary care to determine that the tangible personal property obtained under this certificate is for the purpose indicated. Suppliers failing to exercise such care will be held liable for the sales tax due on such purchases. For example, a supplier cannot accept a Certificate of Registration number bearing a "214" prefix since these are issued to Contractor which has been deemed to be the consumer and is required to pay the tax at the time of purchase.