

**WESTERN STATES CONTRACTING ALLIANCE (WSCA)
PARTICIPATING ADDENDUM TO**

COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED SERVICES

MASTER PRICE AGREEMENT
LENOVO (United States) Corporation
Contract Number A74813

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@qta.ga.gov

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: 301.803.2550
E-mail: drdoane@us.Lenovo.com

4. Servicing Subcontractors:

LENOVO's use of Servicing Subcontractors, if any, will vary State by State and will be identified in the individual Participating Addendum, or on the individual website for the Participating Entity.

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.

Lenovo (United States) Inc
By: Kara S. Earegood
Name: Dale R. Doane Kara S Earegood
Title: Public Sector Marketing Manager
Date: 7/13/05

Georgia Technology Authority
By: Tom Wade
Name: Tom Wade
Title: Executive Director
Date: _____

**AMENDMENT No. 1
TO THE GTA WSCA/NASPO PARTICIPATING ADDENDUM TO
WSCA MASTER PRICE AGREEMENT NO. A74813**

This Amendment No.1 is made this 1st day of July, 2006, by and between the **GEORGIA TECHNOLOGY AUTHORITY** ("GTA") and **LENOVO (UNITED STATES) CORPORATION** ("Contractor").

WHEREAS, heretofore the parties entered into that certain WSCA Participating Addendum to the WSCA Master Price Agreement No. A74813 on July 28, 2005 ("Agreement"), with respect to certain products and services to be provided by the Contractor, as more particularly described in the Agreement.

WHEREAS, the parties wish to amend the Agreement to reflect certain changes.

NOW, THEREFORE, in consideration of the premises, the terms and conditions stated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Term. The Agreement is hereby amended by extending the Term until June 30, 2007.
2. Definitions. All capitalized terms used herein and not expressly defined herein shall have the respective meanings given to such terms in the Agreement.
3. Successors and Assigns. This Amendment No. 1 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.
4. Entire Agreement. Except as expressly modified by this Amendment No. 1, the Agreement shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations of the parties. This Amendment No. 1 and the Agreement, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be duly executed by their authorized representatives as of the date set forth above.

LENOVO (UNITED STATES) CORPORATION

By: 

Name: Dale R. Doane

Title: Public Sector Mkt Mgr

Date: May 9, 2006

GEORGIA TECHNOLOGY AUTHORITY

By: 

Name: David J. Hightower

Title: Sr. Technology Planning Officer

Date: Date: 5/17/06