

**PARTICIPATING ADDENDUM**  
**COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED SERVICES**

Under Authority of

**WSCA / NASPO MASTER PRICE AGREEMENT A63315**

between

**Lexmark International Inc.**

and

**State of Iowa**

**1. Scope**

Within the State of Iowa, all state agencies, state facilities, cities, counties or education entities or any entity funded in part with tax dollars, are eligible purchasers and authorized to purchase products and services under the terms of this price agreement.

**2. Changes:**

- a) Without affecting the approved product prices or discounts specified in the WSCA/NASPO Master Price Agreement, the Contractor shall provide to the State of Iowa a 1.00% rebate on all sales made within the State of Iowa against this agreement. The rebate is to be paid quarterly to The Iowa Department of Administrative Services, General Services Enterprise, Purchasing, Hoover State Office Building, Level A, Des Moines, IA 50319.
- b) The Contractor shall provide an electronic detailed quarterly report on all sales made against this agreement within the State of Iowa to the State's primary contact below. The report file format shall be Microsoft Excel compatible format. The report at minimum shall include the date of sale, customer name and address, product description, quantity, invoice number, unit and extended invoice prices.
- c) Contractor's stated prices on the Contractor's approved State of Iowa WSCA/NASPO web site shall be discounted using the discounts and price lists approved and agreed to with WSCA/NASPO under the Master Price Agreement. The stated discounts are considered to be the minimum discount offered. The Contractor may offer, within written quotes, a higher discount than the approved minimum discount for volume purchases or for competitive reasons.
- d) This Participating Addendum shall be governed by the laws of the State of Iowa.

**3. Primary Contact:**

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

Name:	Ashley Super, Purchasing Agent III
Participating Entity:	Iowa Department of Administrative Services
Address:	General Services Enterprise

Hoover State Office Building, Level A  
Des Moines, IA 50319  
Phone: 515-281-7073  
Fax: 515-242-5974  
E-Mail: [Ashley.Super@iowa.gov](mailto:Ashley.Super@iowa.gov)

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

Name: LeAnn Spradling, WSCA Contract Administrator  
Contractor: Lexmark International, Inc.  
Address: 740 New Circle Road, Lexington, KY 40550  
Telephone: 859.232.7383  
Fax: 859.232.2010  
E-mail: [lspradli@lexmark.com](mailto:lspradli@lexmark.com)

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

Name: Kevin Wall, Director - Contracts  
Contractor: Lexmark International, Inc.  
Address: 740 New Circle Road, Lexington, KY 40550  
Telephone: 859.232.4021  
Fax: 859.232.3497  
E-mail: [kwall@lexmark.com](mailto:kwall@lexmark.com)

#### 4. **Servicing Subcontractors:**

In addition to a direct purchasing model, Lexmark has available to it, business partners or "authorized resellers" for pre-sales assistance under this Agreement.

On-site repair services under this Agreement are provided by IBM, BancTec, or a Lexmark authorized business partner in the State of Iowa.

Lexmark reserves its right to add or delete identified business partners from these lists from time to time, and with the advise and consent of the Customer, as circumstances require.

All Orders are to be sent to:

Lexmark International Inc.  
Attn: Dept. L13  
P.O. Box 11427  
Lexington, KY 40575-1427

All Payments are to be sent to:

Lexmark International, Inc.  
P.O. Box 96612  
Chicago, IL 60693-6612

**The Master Price Agreement Number A63315 MUST be shown on all Purchase Orders issued against this Agreement.**

5. **Indemnification**

Lexmark and its successors and permitted assigns shall defend, protect, indemnify and hold harmless the Department, the State and their employees, officers, board members, agents, representatives, and officials ("Indemnitees") from and against any and all claims, actions, suits, liabilities, damages, losses, settlements, demands, deficiencies, judgments, costs and expenses (including, without limitation, the reasonable value of time of the Attorney General's Office and the costs, expenses and attorney fees of other counsel retained by any Indemnitee) directly or indirectly related to, resulting from, or arising out of this Agreement, including but not limited to any claims related to, resulting from, or arising out of:

Any violation or breach of any term or condition of this Agreement by or on behalf of Lexmark, including, the furnishing or making by Lexmark of any statement, representation, warranty or certification in connection with this Agreement, that is false, deceptive, or materially incorrect or incomplete; or

Any act or omissions of Lexmark, including, without limitation, any negligent acts or omissions, intentional or willful misconduct, or unlawful acts of Lexmark, its officers, employees, agents, board members, subsidiaries, affiliates, contractors or subcontractors; or

Lexmark's performance or attempted performance of this Agreement; or

Failure by Lexmark or its employees, agents, officers, directors, subsidiaries, affiliates, contractors or subcontractors to comply with any applicable local, state, federal and international laws, rules, ordinances and regulations; or

Any failure by Lexmark or its employees, agents, officers, directors, contractors or subcontractors to make all reports, payments and withholdings required by Federal and state law with respect to Social Security, worker's compensation, employee income and other taxes, fees or costs required by the Lexmark to conduct business in the State; or

Any claim of misappropriation of a trade secret or infringement or violation of any intellectual property rights, proprietary rights or personal rights of any Third Party, including any claim that any Deliverable or any use thereof (or the exercise of any rights with respect thereto) infringes, violates or misappropriates any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right of any Third Party.

Lexmark's duties as set forth in this Section shall survive the termination of this Agreement and shall apply to all acts or omissions taken or made in connection with the performance of this Agreement regardless of the date any potential claim is made or discovered by the Department or any other Indemnitee.

The Department will reasonably cooperate with Lexmark to facilitate the defense of any action defended by Lexmark. The Department reserves the right to participate in the defense of any such action.

Lexmark shall be liable for any personal injury or damage to property caused by the fault or negligence of Lexmark, its officers, directors, employees, agents and approved contractors or subcontractors.

**6. Purchase Orders**

a. The State requires that there be no minimum order requirements or charges to process an individual Purchase Order. It is specifically noted that the WSCA Contract Number and associated Participating Addendum Number must be indicated on all Purchase Orders, Invoices, and other associated documents.

b. The Parties agree that Purchase Orders shall be issued as follow: one PO for hardware/supplies/warranty and one PO issued for associated services.

**7. Purchasing Card**

Lexmark agrees to accept a State of Iowa purchasing card for order placement in addition to accepting a properly issued Purchase Order, without passing the purchasing card processing fee back to the State.

**8. Invoicing and Payment**

Lexmark will issue individual invoices for hardware and services. Invoices will be issued as follow:

- 1) Invoices for hardware are issued at the same time as the shipment of the equipment.
- 2) Invoices for services are issued upon the completion of the services.

**9. Electronic Funds Transfer (EFT) Payment**

In the event that the State elects to make payment via electronic funds transfer to Lexmark; Lexmark, upon request of Customer, shall provide its bank routing information.

**10. Electronic Data Interface (EDI)**

In the event that the State elects to utilize electronic purchase orders and invoices, Lexmark may require an EDI Document on File outlining certain electronic information necessary for transactions to occur.

This Addendum and the Price Agreement together with its exhibits and amendments, if any, 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 last date of execution below.

**State of Iowa**

**Lexmark International Inc.**

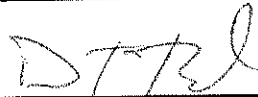
Name: Debbie O'Leary

Name: David Baird, Jr.  
\$ for Sharon Brindley, Vice President,  
Public Sector

Title: Administrator, DAS GSE

Title: Industry Director, Public Sector

Signature: 

Signature:   
\$ for Sharon Brindley, Vice  
President, Public Sector

Date: 6/13/05

Date: 03/14/05



**AMENDMENT ONE  
TO  
WSCA/NASPO Participating Addendum  
Between The State of Iowa  
And Lexmark International, Inc.  
#A63315  
(November 1, 2007)**

**WHEREAS** Lexmark International, Inc. responded to the State of Iowa Standard Printers RFB # 808005S500 offering the least expensive package for the 'Black and White Workgroup Printer' category of printers and has therefore been selected to be the State's partner in marketing the State of Iowa Standards for the that category of printers to the agencies and political subdivisions; and,

**WHEREAS** the State of Iowa (herein "the State") and Lexmark International, Inc. (herein "Contractor") (together the "Parties") have entered into a Participating Addendum under the authority of the WSCA/NASPO Master Price Agreement (the "Agreement"); and,

**WHEREAS** the Parties wish to amend the Agreement to incorporate Lexmark's response to RFB # 808005S500;

**NOW, THEREFORE**, the Parties agree to add the following to the Agreement:

- A. Contractor's Response to RFB 808005S500 on Iowa Standard Printers.
- B. The Contractor is the selected vendor to fulfill the State Standard for the Black and White Workgroup Printers with Lexmark Model T640n at a maximum per unit price of \$ 425.08.
- C. The Contractor also agrees to provide the State with a marketing plan that is mutually agreed by the Parties to mutually market the Lexmark State Standard to agencies throughout the State. The marketing plan shall be known as the "Iowa Lexmark Smart Buy" program.

**THE STATE OF IOWA  
(State)**

BY: Debbie O'Leary  
Debbie O'Leary, Administrator

IA Dept. of Administrative Services, GSE

DATE: 11/13/07

**LEXMARK INTERNATIONAL, INC.  
(Contractor)**

BY: [Signature]

Title: VP of Sales

DATE: 11/13/07