

PARTICIPATING ADDENDUM

COMPUTER MONITORS

MASTER PRICE AGREEMENT Between NEC Display Solutions WSCA Contract Number A97392 And STATE OF MONTANA (A97392)

1. Scope

All governmental entities within the State of Montana, including the Montana University System, and all registered Cooperative Purchasing Organizations are authorized to purchase products and services under the terms and conditions of the referenced Master Price Agreement.

2. Changes:

Section 20, *add* the following: Access and Retention of Records. Contractor agrees to provide the Department, the Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance. Contractor agrees to create and retain all records supporting the products and services rendered for a period of three (3) years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or a third party. Reference: 18-1-118, MCA.

Section 32, *delete and replace* with the following: Venue. This Participating Addendum shall be governed by the laws of the State of Montana. Venue for any action will be in the First District Court of the County of Lewis and Clark County, Helena, Montana. Parties to pay own legal fees and associated costs.

Section 44, the State of Montana requires the contractor to submit periodic utilization reports for the state's activities during the same reporting period as stated in the section. These reports shall be sent to the primary contact as listed below.

Section 58, *add* the following: Compliance with State Plans. The contractor is notified that pursuant to 2-17-514, MCA, the Department of Administration retains the right to cancel or modify any contract, project or activity that is not in compliance with the Agency's Plan for Information Technology, the State Strategic Plan for Information Technology, or any statewide IT policy or standard.

Section 60, *add* the following: Purchasing Card. The State of Montana has a Purchasing Card Program in place that gives agencies the ability to charge purchases made from these contracts. The State of Montana prefers this method of payment.

Section 61, *add* the following: Termination for Convenience. The State may terminate this Participating Addendum and/or any active projects in whole or in part. Contractor shall be entitled to sums due as compensation for accepted deliverables provided in conformance with the contract. In the event the contract is terminated for the convenience of the State the agency will pay for all accepted work performed and accepted deliverables completed in conformance with the contract up to the date of termination.

3. Primary Contact:

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

Brett Boutin
State of Montana, Information Technology Services Division, Procurement
Services Bureau
125 N. Roberts Street, Mitchell Building, Room 230
Helena, MT 59620-0113
Phone:(406)444-0515
Fax: (406) 444-4644
E-mail: Bboutin@mt.gov

All cooperative purchasing requests should be directed to:

Robert Oliver
State of Montana, State Procurement Bureau
125 N. Roberts Street, Mitchell Building, Room 165
Helena, MT 59620-0135
Phone:(406)444-0110
Fax: (406) 444-2529
E-mail: roliver@mt.gov

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

NEC Display Solutions
Danielle Moore
500 Park Blvd Ste 1100
Itasca, IL 60143
630-467-3309 (phone)
630-467-4370 (fax)
dmoore@necdisplay.com

4. Servicing Subcontractors:

All payments and orders are to be submitted to:

NEC Display Solutions
295 Foster St.
Littleton, MA 01460

The following servicing contractors are authorized:

All contractor authorized business partners as shown on the approved WSCA website.

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.

State of Montana
By: [Signature]
Name: Marvin Eicholtz
Title: Administrator, General Services Division
Date: 7/12/07

NEC Display Solutions
By: [Signature]
Name: Anne Tuisl
Title: Sr. Director Mktg.
Date: 6-12-07

[Signature] 6-28-07
Richard B. Clark, CIO
State of Montana
Date

Approved as to Legal Content:
[Signature] 6/27/07
Dal Smilie, Chief Legal Counsel
Department of Administration
Date