

PARTICIPATING ADDENDUM

COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED SERVICES

MASTER PRICE AGREEMENT

Lexmark International Inc.

Number A63315

STATE OF SOUTH DAKOTA

1. **Scope**

Eligible participants in this agreement include all agencies, institutions, officers, boards, commissions and public universities of the State of South Dakota, and all political subdivisions of the State, including counties, municipalities and public school corporations within the State of South Dakota.

All purchases made from this price agreement by agencies, institutions, public universities, officers, boards or commissions of the State of South Dakota must be routed through the Office of Procurement Management or as directed by the Bureau of Administration. A purchase order issued by the Office of Procurement Management will authorize the purchase.

Political subdivisions of the State of South Dakota may purchase directly from the contractor according to their own procurement procedures.

Purchase orders and invoices shall be issued by the parties in the following manner: one PO/Invoice for hardware/supplies/warranty and one PO/Invoice issued for any associated services.

2. **Changes to Master Agreement:**

44. Reporting and Fees

B. Participating Entity Reports and Fees

2. The Contractor agrees to provide periodic utilization reports to the SD Office of Procurement Management in accordance with the schedule indicated in item 44. A. 1. of the Master Price Agreement. The reports shall provide itemized detail of all purchases made by all South Dakota eligible participants. Such reports shall be provided in Microsoft Excel format and be submitted via email or other acceptable method. The reports shall include the following information at a minimum: Public Entity Name, Address, City, State, Zip Code, Part Number, Part/Item Description, Category Description, Class Description, PO Date, PO Number, Quantity Purchased, Item Price and PO Total Price.

3. Primary Contact:

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

Name: Jeff T. Holden, Director
Participating Entity Name: State of South Dakota, Office of Procurement Management
Address: 523 E. Capitol Avenue, Pierre, SD 57501-3182
Telephone: (605) 773-3405
Fax: (605) 773-4840
E-mail: Jeff.Holden@state.sd.us

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

Name: LeAnn Spradling
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

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. The following Lexmark business partners are authorized in the State of South Dakota:

- To be determined at a later date

Lexmark may add or delete authorized business partners with approval of the State of South Dakota.

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

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 MUST be shown on all Purchase Orders issued against this Agreement.

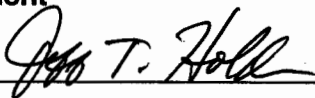
This Addendum and the Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to

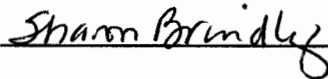
the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Price Agreement and its exhibits, by any subsequent 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.

**South Dakota Office of Procurement
Management**

Lexmark International Inc.

By: 

By: 

Name: Jeff T. Holden

Name: Sharon Brindley

Title: Director

Title: Vice President, Public Sector

Date: 9/21/04

Date: September 16, 2004

**EXHIBIT A
SUPPLEMENTAL CONDITIONS**

1. DEFINITIONS

- a. "State" shall mean the State of South Dakota
- b. "State Agencies" shall mean each association, authority, board, commission, committee, council, department, division, office, officer, task force, or other agent of the state vested with the authority to exercise any portion of the state's sovereignty. For the purposes of this participating addendum, this definition includes the Legislature, the Unified Judicial System and all constitutional offices.
- c. "Customer" shall mean the State of South Dakota and its subordinate agencies, and political subdivisions of the State of South Dakota as identified in the Scope of the participating addendum.
- d. "Acceptance of Products" means the receipt of the product by the Customer and confirmation of the identity and quantity of the purchased product
- e. "Acceptance of Services" means the time when the purchased services are complete and the Customer signs the associated Acceptance of Services Receipt.
- f. "Dead on Arrival" means that occurrence when a delivered product is not operational at the time of installation. In such an event, the unit will be replaced with an operable unit.