

	State of South Carolina Participating Addendum Amendment 2	Contract Number: 4400011700 Date: 7/8/2021 Procurement Officer: Will Butler Phone: 803-737-9854 E-Mail Address: wbutler@mmo.sc.gov Address: 1201 Main St Suite 600 Columbia SC 29201

DESCRIPTION: Computer Equipment, Peripherals, and Related Services
USING GOVERNMENTAL UNIT: State Term Contract
CONTRACTOR'S NAME AND ADDRESS: Lenovo INC
 PO Box 643055
 Pittsburg, PA 15264-3055

TYPE OF CHANGE:

- ☐ Change to Contract Scope of Work
☐ Change to Contract Pricing Pursuant to Existing Contract Clause.
 Clause Name _____ Clause No. _____
☐ Administrative Change to Contract (such as changes in paying office, name of Agency Contract Administrator, etc.)
☒ Other Change

IMPORTANT NOTICE:

- ☒ Change Order: Contractor is required to sign this document and return to the procurement officer named above by the following date: 7/13/2021.
☐ Contract Modification: Contractor is required to acknowledge receipt of this document in writing by the following date: _____. Contractor does not indicate agreement with change simply by acknowledging receipt.

DESCRIPTION OF CHANGE / MODIFICATION:

This Amendment extends the maximum potential duration of South Carolina's Participating Addendum with **Lenovo INC** under the NASPO Master Agreement **MINWNC-117** for Computer Equipment, Peripherals & Related Services past the original expiration date of July 31, 2021 to July 31, 2022 or until the State enters into a new contract for the acquisition of these categories of goods, whichever occurs first.

This Amendment also serves to extend the maximum potential duration of South Carolina State Term Contract **4400011700** past its original end date of July 31, 2021 to July 31, 2022, or until the State enters into a new contract for the acquisition of these categories of goods, whichever occurs first.

Except as provided herein, all terms and conditions of the Contract referenced above remain unchanged and in full force and effect.

CONTRACTOR'S CERTIFICATE OF CURRENT COST OR PRICING DATA: The Contractor certifies that, to the best of its knowledge and belief, the cost or pricing data (as defined by 48 C.F.R. 2.101) submitted, either actually or by specific identification in writing, by the Contractor to the Procurement Officer in support of this change order are accurate, complete, and current as of the date this change order is signed. [Procurement Officer must initial here WB if Certificate inapplicable to this Change Order]

(See "Pricing Data – Audit – Inspection" provision.) (Reference § 11-35-1830 & R. 19-445.2120)

SIGNATURE OF PERSON AUTHORIZED TO EXECUTE THIS CHANGE ORDER & CERTIFICATE ON BEHALF OF CONTRACTOR:

By: _____



(authorized signature)

Darren Estridge

(printed name of person signing above)

Its: _____

Executive Director
(title of person signing above)

Date: _____

July 12, 2021

SIGNATURE OF PERSON AUTHORIZED TO EXECUTE / ISSUE THIS CHANGE ORDER / CONTRACT MODIFICATION ON BEHALF OF USING GOVERNMENTAL UNIT:

By: _____



(authorized signature)

Will Butler

(printed name of person signing above)

Its: _____

Procurement Manager
(title of person signing above)

Date: _____

7/19/2021



State of South Carolina

Participating Addendum Amendment #2

Contract Number: 4400011700

Date: 3/6/2020

Procurement Officer: Will Butler

Phone: 803-737-9854

E-Mail Address: wbutler@mmo.sc.gov

Address: 1201 Main St Suite 600
Columbia SC 29201

DESCRIPTION:

Computer Equipment, Peripherals, and Related Services

USING GOVERNMENTAL UNIT:

State Term Contract

CONTRACTOR'S NAME AND ADDRESS:

Lenovo Inc
P.O. Box 643055
Pittsburgh, PA 15264

TYPE OF CHANGE:

- ☐ Change to Contract Scope of Work
- ☐ Change to Contract Pricing Pursuant to Existing Contract Clause.
Clause Name _____ Clause No. _____
- ☐ Administrative Change to Contract (such as changes in paying office, name of Agency Contract Administrator, etc.)
- ☒ Other Change

IMPORTANT NOTICE:

☒ Change Order: Contractor is required to sign this document and return to the procurement officer named above by the following date: 3/16/2020.

☐ Contract Modification: Contractor is required to acknowledge receipt of this document in writing by the following date: _____. Contractor does not indicate agreement with change simply by acknowledging receipt.

DESCRIPTION OF CHANGE / MODIFICATION:

This Amendment extends the maximum potential duration of South Carolina's Participating Addendum with Lenovo Inc under the NASPO Master Agreement MNWNC-117 for Computer Equipment, Peripherals & Related Services past the original expiration date of March 31, 2020 to July 31, 2021 or until the State enters into a new contract for the acquisition of these categories of goods, whichever occurs first.

This Amendment also serves to extend the maximum potential duration of South Carolina State Term Contract 4400011700 past the original expiration date of March 31, 2020 to July 31, 2021 or until the State enters into a new contract for the acquisition of these categories of goods, whichever occurs first.

Except as provided herein, all terms and conditions of the Contract referenced above remain unchanged and in full force and effect.

CONTRACTOR'S CERTIFICATE OF CURRENT COST OR PRICING DATA: The Contractor certifies that, to the best of its knowledge and belief, the cost or pricing data (as defined by 48 C.F.R. 2.101) submitted, either actually or by specific identification in writing, by the Contractor to the Procurement Officer in support of this change order are accurate, complete, and current as of the date this change order is signed. [Procurement Officer must initial here WB if Certificate inapplicable to this Change Order]

(See "Pricing Data - Audit - Inspection" provision.) (Reference § 11-35-1830 & R. 19-445.2120)

SIGNATURE OF PERSON AUTHORIZED TO EXECUTE THIS CHANGE ORDER & CERTIFICATE ON BEHALF OF CONTRACTOR:

By: Darren Estridge
(authorized signature)

Darren Estridge
(printed name of person signing above)

Its: Executive Director Government Sales
(title of person signing above)

Date: 3/18/2020

SIGNATURE OF PERSON AUTHORIZED TO EXECUTE / ISSUE THIS CHANGE ORDER / CONTRACT MODIFICATION ON BEHALF OF USING GOVERNMENTAL UNIT:

By: Will Butler
(authorized signature)

Will Butler
(printed name of person signing above)

Its: Procurement Manager
(title of person signing above)

Date: 3-31-20



State of South Carolina
Participating Addendum Amendment #1

Contract Number : 4400011700
Procurement Officer : Johanne M. Sullivan, CPPB
Phone : 803-737-3416
E-Mail Address : jmsullivan@mmo.sc.gov
Address : 1201 Main Street
Suite 600
Columbia, SC 29201

DESCRIPTION: NASPO ValuePoint Cooperative Purchasing Program

USING GOVERNMENTAL UNIT: Statewide

CONTRACTOR'S NAME AND ADDRESS: Lenovo Inc.
1009 Think Place
Morrisville, NC 27560

TYPE OF CHANGE:

- ☐ Change to Contract Scope of Work
☐ Change to Contract Pricing Pursuant to Existing Contract Clause.
Clause Name _____ Clause No. _____
☐ Administrative Change to Contract (such as changes in paying office, name of Agency Contract Administrator, etc.)
☒ Other Change

IMPORTANT NOTICE:

Contractor is required to sign this document and return one (1) copy to the procurement officer named above by the following date: April 11, 2017.

DESCRIPTION OF CHANGE / MODIFICATION:

Band 4 – Servers, Band 5 – Storage, and Services have been deleted from this agreement.

Presidio Technology Capital, LLC ("Master Lessor") and the Information Technology Management Office, an agency of the State of South Carolina ("Master Lessee") have entered into a Master Equipment Lease Agreement dated as of February 8, 2017 (the "Master Lease") under which lessees will from time to time lease equipment (the "Equipment") sold by Contractor to Using Government Unit under the agreement referenced above (the "Purchase Agreement") from Master Lessor, its successors or assigns, under a lease schedule incorporating the terms of the Master Lease (a "Lease"). The Using Government Unit to whom Equipment is to be delivered under the Purchase Agreement is herein called the "Lessee."

For purposes of removing doubt as to the intention of the parties and to clearly delineate certain rights with respect to the Purchase Agreement, the following is added to the Purchase Agreement, superseding any contrary language therein:

1. It is the express intention of all parties that the Equipment shall be sold to and owned by the Lessee and that each Lease constitute a financing and not a true lease for legal, tax and other purposes.
2. Solely as a convenience to the parties, Master Lessor may issue purchase orders to you on behalf of a Lessee and you shall send your Invoice to Master Lessor, showing Lessee as purchaser. Nothing in such purchase order or any other documentation executed in connection with the Master Lease or any Lease obligates Master Lessor to you or relieves the Lessee of its obligations, if any, under any Purchase Agreement. You will look solely to the Lessee for any and all performance under the Purchase Agreement.
3. Master Lessor has agreed with Lessee to make payments for certain items of Equipment upon their acceptance by the applicable Lessee, but such agreement is solely for the benefit of Master Lessee and the Lessees and neither you nor any other person is an intended beneficiary.
4. Master Lessee, and each Lessee by accepting Equipment and authorizing Master Lessor to make payment as required under the Purchase Agreement, assigns its rights, but not its obligations under the Purchase Agreement to Master Lessor, effective only upon Master Lessor's acquiring ownership of the Equipment either following an Event of Default or upon voluntary transfer of ownership by Lessee at the end of the Lease Term.
5. Master Lessor's rights hereunder and under the Master Lease may be assigned to a bank, financial institution or other person qualified to be Lessor under the Master Lease. You may rely on any notice from Master Lessor as to the identity of such Lessor.
6. Master Lessor is the only entity authorized to lease or finance IT equipment and software products to South Carolina State Agencies and Higher Education Institutions which are procured through contracts awarded by Master Lessee to serve as an open-ended public procurement. e.g. a government wide, a statewide term, or a multi-agency contract, as certified by an officer of Master Lessee.

Except as provided herein, all terms and conditions of the Contract referenced above remain unchanged and in full force and effect.

SIGNATURE OF PERSON AUTHORIZED TO EXECUTE THIS AMENDMENT & CERTIFICATE ON BEHALF OF CONTRACTOR:

By: Brad Turner
(authorized signature)

Brad Turner
(printed name of person signing above)

Its: NA Programs & Proposals Manager
(title of person signing above)

Date: 4/10/17

SIGNATURE OF PERSON AUTHORIZED TO EXECUTE / ISSUE THIS AMENDMENT ON BEHALF OF USING GOVERNMENTAL UNIT:

By: Johanne M. Sullivan
(authorized signature)

Johanne M. Sullivan
(printed name of person signing above)

Its: Procurement Manager
(title of person signing above)

Date: 4/11/17

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-117
Lenovo (United States), Inc.
(hereinafter "Contractor")

And
State of South Carolina, Information Technology Management Office (ITMO),
a unit of the South Carolina State Fiscal Accountability Authority's
Division of Procurement Services
(hereinafter "Participating State/Entity")
Participating State Contract Number 4400011700

Page 1 of 25

1. **Scope:** This addendum allows for purchase of the following Computer Equipment/Services: **Band 1: Desktop, Band 2: Laptop, Band 3: Tablet, Band 4: Server, and Band 5: Storage** led by the State of Minnesota along with a multi-state sourcing team for use by state agencies and other entities located in the Participating State/Entity that is authorized by that state's statutes to utilize state /entity contracts, and which receives prior written approval of the state's chief procurement official.

The original solicitation contains the requirements and definitions establishing the following Product Bands allowed on the Master Agreement. The Master Agreement identifies the bands awarded to the Contract Vendor. The configuration limits and restrictions for the Master Agreement are provided with revisions identified by the Participating State in this Participating Addendum.

CONFIGURATION LIMITS. The Participating State's Chief Procurement Official may increase or decrease the configuration limits in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule ("PSS").

Changes to the configuration limits, if any, shall be specified in Section 4 of this Participating Addendum.

The dollar limits identified below are based on a **SINGLE** computer configuration. This is **NOT** a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 laptops @ \$10,000 for a total purchase price of \$100,000).

ITEM	CONFIGURATION*
Desktops	\$ 12,000
Laptops	\$ 10,000
Tablets	\$ 2,000
Servers	\$350,000
Storage	\$750,000
Peripherals	\$ 5,000
Services	\$100,000

* Configuration is defined as the combination of hardware and software components that make up the total functioning system. Software purchases are considered a part of the configuration limit of the equipment.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT

Master Agreement No: MNWNC-117

Lenovo (United States), Inc.
(hereinafter "Contractor")

And

State of South Carolina, Information Technology Management Office (ITMO),
a unit of the South Carolina State Fiscal Accountability Authority's

Division of Procurement Services

(hereinafter "Participating State/Entity")

Participating State Contract Number 4400011700

Page 2 of 25

South Carolina's Participation Addendum – Scope: Notwithstanding the foregoing, the following items listed within the RFP are expressly EXCLUDED from the scope of the Participation Addendum:

SC Exclusions from this Participation Addendum.

- Band 6: Ruggedized Devices
- General Consulting

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **state/entity** contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Pursuant to Section 11-35-4810, South Carolina public procurement units, both state and local (as defined by S.C. Code Ann. § 11-35-4610(5), as amended) are authorized to participate in cooperative purchasing.

Pursuant to Section 11-35-510 of the South Carolina Code of Laws, ITMO is authorized to act as the statutory procurement agent for every state governmental body (as defined by S.C. Code Ann. § 11-35-310(18), as amended). Consistent with its statutory authority, ITMO is acting solely in a representative capacity and on behalf of such state governmental bodies.

Participation by local public procurement units (as defined by S.C. Code Ann. § 11-35-4610(3), as amended) in the Master Service Agreement is optional. By submitting an order and receiving delivery of an item pursuant to the Master Service Agreement, a local public procurement unit manifests its intent to be and is bound by the Master Service Agreement, including this addendum, unless the local public procurement unit has entered into a separate Participating Addendum.

Each SC Participant's obligations and liabilities are independent of any other SC Participant's obligations and liabilities. SC Participants are not obligated for any order submitted by another SC Participant and do not incur any liability with regard to any other SC Participant. ITMO is acting solely on behalf of SC governmental bodies and bears no liability for any damages that any party may incur with regard to the Master Service Agreement.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT

Master Agreement No: MNWNC-117

Lenovo (United States), Inc.
(hereinafter "Contractor")

And

State of South Carolina, Information Technology Management Office (ITMO),
a unit of the South Carolina State Fiscal Accountability Authority's

Division of Procurement Services

(hereinafter "Participating State/Entity")

Participating State Contract Number 4400011700

Page 3 of 25

3. Order of Precedence:

1. A Participating Entity's Participating Addendum ("PA"); A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota NASPO ValuePoint Master Agreement
2. Minnesota NASPO ValuePoint Master Agreement (includes negotiated Terms & Conditions)
3. The Solicitation including all Addendums; and
4. Contract Vendor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

4. Participating State Modifications or Additions to Master Agreement:

(Other modifications or additions apply only to actions and relationships within the Participating Entity.)

Deletions from Master Agreement. The following provisions of the Master Agreement do not form a part of the contract with the State of South Carolina or any of its public procurement units:

¶24. "Payment" on page 11

The following language from Page 15, Under Customer Responsibilities for Warranty Service Section, 5th bullet point, "The Service Provider shall not be responsible for the loss or disclosure of any data, including confidential information, proprietary information, or personal information, on a hardware Product returned or accessed for warrant service".

¶17. "Indemnification, Intellection Property Protection and Limitation of Liability. Negotiated", subsection c., Limitation of Liability. Negotiated. on pages 22 and 23

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT

Master Agreement No: MNWNC-117

Lenovo (United States), Inc.
(hereinafter "Contractor")

And

State of South Carolina, Information Technology Management Office (ITMO),
a unit of the South Carolina State Fiscal Accountability Authority's

Division of Procurement Services

(hereinafter "Participating State/Entity")

Participating State Contract Number 4400011700

Page 4 of 25

The following provisions are added:

A. DEFINITIONS:

"ITMO" means the Information Technology Management Office established by South Carolina Code Section 11-35-820, as amended.

"Board" means the South Carolina State Fiscal Accountability Authority or its successor in interest.

"Business" means any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other legal entity. [11-35-310(3)]

"Buyer" means the Procurement Officer.

"Change Order" means any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provisions of any contract accomplished by mutual agreement of the parties to the contract. [11-35-310(4)]

"Contract" See Section 1 of Attachment A of the Master Agreement.

"Contract Modification" means a written order signed by the Procurement Officer, directing the contractor to make changes which the clause of the contract titled "Changes," if included herein, authorizes the Procurement Officer to order without the consent of the contractor. [11-35-310(9)].

"Procurement Officer" means the person, or his successor, identified as such in this Participating Addendum.

"You and Your" means contractor.

"State" means the Using Governmental Unit(s) identified on the Cover Page.

"Subcontractor" means any person you contract with to perform or provide any part of the Work.

"Using Governmental Unit" means all South Carolina Public Procurement Units [11-35-4610(5)] eligible to purchase under this contract.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-117
Lenovo (United States), Inc.
(hereinafter "Contractor")

And
State of South Carolina, Information Technology Management Office (ITMO),
a unit of the South Carolina State Fiscal Accountability Authority's
Division of Procurement Services
(hereinafter "Participating State/Entity")
Participating State Contract Number 4400011700

Page 5 of 25

"Work" means all labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.
[02-2A003-2]

"SC Participant(s)" means all participating South Carolina public procurement units (as defined by S.C. Code Ann. § 11-35-4610(5), as amended) or governmental bodies (as defined by S.C. Code Ann. § 11-35-310(18), as amended).

"Services" means the furnishing of labor, time or effort by a contractor not required to deliver a specific end product, other than reports which are merely incidental to required performance. The term includes consultant services other than architectural, engineering, land surveying, construction management, and related services. This term does not include warranty service, employment agreements, or services as defined in Section 11-35-310-(1)B.

"Participating Addendum" as defined in the Master Service Agreement, forms a part of the Master Service Agreement, and supersedes the Master Service Agreement to the extent of any inconsistency. The terms and conditions of this Addendum apply only to the relationship between SC Participants and Contractor.

B. AUTHORIZED AGENT (FEB 2015):

All authority regarding this procurement is vested solely with the responsible Procurement Officer. Unless specifically delegated in writing, the Procurement Officer is the only government official authorized to bind the government with regard to this procurement or the resulting contract. [02-2A007-1]

C. BOARD AS PROCUREMENT AGENT (FEB 2015):

The Procurement Officer is an employee of the Board acting on behalf of the Using Governmental Unit(s) pursuant to the Consolidated Procurement Code. Any contracts awarded as a result of this procurement are between the Contractor and the Using Governmental Units(s). The Board is not a party to such contracts, unless and to the extent that the Board is a using governmental unit, and bears no liability for any party's losses arising out of or relating in any way to the contract. [02-2A030-2]

D. CERTIFICATION REGARDING DEBARMENT AND OTHER RESPONSIBILITY MATTERS (JAN 2004):

(a) (1) Contractor certifies, to the best of its knowledge and belief, that-

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-117
Lenovo (United States), Inc.
(hereinafter "Contractor")

And

State of South Carolina, Information Technology Management Office (ITMO),
a unit of the South Carolina State Fiscal Accountability Authority's
Division of Procurement Services
(hereinafter "Participating State/Entity")
Participating State Contract Number 4400011700

Page 6 of 25

- (i) Contractor and/or any of its Principals-
- (A) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;
- (B) Have not, within a three-year period preceding, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
- (ii) Contractor has not, within a three-year period preceding, had one or more contracts terminated for default by any public (Federal, state, or local) entity.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).
- (b) Contractor shall provide immediate written notice to the Procurement Officer if, Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) If Contractor is unable to certify the representations stated in paragraphs (a)(1), Contractor must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Contractor's responsibility. Failure of the Contractor to furnish additional information as requested by the Procurement Officer may render the Contractor nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Contractor knowingly or in bad faith rendered an erroneous certification, in addition to

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT

Master Agreement No: MNWNC-117

Lenovo (United States), Inc.

(hereinafter "Contractor")

And

State of South Carolina, Information Technology Management Office (ITMO),

a unit of the South Carolina State Fiscal Accountability Authority's

Division of Procurement Services

(hereinafter "Participating State/Entity")

Participating State Contract Number 4400011700

Page 7 of 25

other remedies available to the State, the Procurement Officer may terminate the contract for default. [02-2A035-1 Modified]

E. CODE OF LAWS AVAILABLE (JAN 2006):

The South Carolina Code of Laws, including the Consolidated Procurement Code, is available at:

<http://www.scstatehouse.gov/code/statmast.php>

The South Carolina Regulations are available at:

<http://www.scstatehouse.gov/coderegs/statmast.php>

[02-2A040-2]

F. DRUG FREE WORK PLACE CERTIFICATION (JAN 2004):

Contractor will comply with all applicable provisions of The Drug-free Workplace Act, Title 44, Chapter 107 of the South Carolina Code of Laws, as amended. [02-2A065-1 Modified]

G. ETHICS CERTIFICATE (MAY 2008):

Contractor certifies that the Contractor has and will comply with, and has not, and will not, induce a person to violate Title 8, Chapter 13 of the South Carolina Code of Laws, as amended (ethics act). The following statutes require special attention: Section 8-13-700, regarding use of official position for financial gain; Section 8-13-705, regarding gifts to influence action of public official; Section 8-13-720, regarding offering money for advice or assistance of public official; Sections 8-13-755 and 8-13-760, regarding restrictions on employment by former public official; Section 8-13-775, prohibiting public official with economic interests from acting on contracts; Section 8-13-790, regarding recovery of kickbacks; Section 8-13-1150, regarding statements to be filed by consultants; and Section 8-13-1342, regarding restrictions on contributions by contractor to candidate who participated in awarding of contract. The state may rescind any contract and recover all amounts expended as a result of any action taken in violation of this provision. If contractor participates, directly or indirectly, in the evaluation or award of public contracts, including without limitation, change orders or task orders regarding a public contract, contractor shall, if required by law to file such a statement, provide the statement required by Section 8-13-1150 to the procurement officer at the same time the law requires the statement to be filed. [02-2A075-2 Modified]

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-117
Lenovo (United States), Inc.
(hereinafter "Contractor")

And

State of South Carolina, Information Technology Management Office (ITMO),
a unit of the South Carolina State Fiscal Accountability Authority's
Division of Procurement Services
(hereinafter "Participating State/Entity")
Participating State Contract Number 4400011700

Page 8 of 25

H. IRAN DIVESTMENT ACT - CERTIFICATION (JAN 2015):

(a) The Iran Divestment Act List is a list published by the Board pursuant to Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at the following URL: <http://procurement.sc.gov/PS/PS-iran-divestment.phtml>. (b) Section 11-57-310 requires the government to provide a person ninety days written notice before he is included on the list. The following representation, which is required by Section 11-57-330(A), is a material inducement for the State to enter into this Participating Addendum with you. (b) By signing this Addendum, you certify that, as of the date you sign, you are not on the then-current version of the Iran Divestment Act List. (c) You must notify the Procurement Officer immediately if, at any time before posting of this addendum, you are added to the Iran Divestment Act List. [02-2A077-1 Modified]

I. ASSIGNMENT, NOVATION, AND CHANGE OF NAME, IDENTITY, OR STRUCTURE (FEB 2015):

(a) Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from this contract, or delegate any of its performance obligations, without the express written consent of the responsible procurement officer. The foregoing restriction does not apply to a transfer that occurs by operation of law (e.g., bankruptcy; corporate reorganizations and consolidations, but not including partial asset sales). Notwithstanding the foregoing, contractor may assign monies receivable under the contract provided that the state shall have no obligation to make payment to an assignee until thirty days after contractor (not the assignee) has provided the responsible procurement officer with (i) proof of the assignment, (ii) the identity (by contract number) of the specific state contract to which the assignment applies, and (iii) the name of the assignee and the exact address or account information to which assigned payments should be made. (b) If contractor amends, modifies, or otherwise changes its name, its identity (including its trade name), or its corporate, partnership or other structure, or its FEIN, contractor shall provide the procurement officer prompt written notice of such change. (c) Any name change, transfer, assignment, or novation is subject to the conditions and approval required by Regulation 19-445.2180, which does not restricts transfers by operation of law. [07-7A004-2]

J. BANKRUPTCY - GENERAL (FEB 2015):

(a) Notice. In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Using Governmental Unit. This notification shall be furnished within

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT

Master Agreement No: MNWNC-117

Lenovo (United States), Inc.

(hereinafter "Contractor")

And

State of South Carolina, Information Technology Management Office (ITMO),
a unit of the South Carolina State Fiscal Accountability Authority's

Division of Procurement Services

(hereinafter "Participating State/Entity")

Participating State Contract Number 4400011700

Page 9 of 25

two (2) days of the initiation of the proceedings relating to the bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all State contracts against which final payment has not been made. This obligation remains in effect until final payment under this Contract. (b) Termination. This contract is voidable and subject to immediate termination by the State upon the contractor's insolvency, including the filing of proceedings in bankruptcy. [07-7A005-2]

K. CHOICE-OF-LAW (JAN 2006):

The Agreement, any dispute, claim, or controversy relating to the Agreement, and all the rights and obligations of the parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. [07-7A010-1]

L. DISPUTES (JAN 2006):

(1) Choice-of-Forum. All disputes, claims, or controversies relating to the Agreement shall be resolved exclusively by the appropriate Chief Procurement Officer in accordance with Title 11, Chapter 35, Article 17 of the South Carolina Code of Laws, or in the absence of jurisdiction, only in the Court of Common Pleas for, or a federal court located in, Richland County, State of South Carolina. Contractor agrees that any act by the Government regarding the Agreement is not a waiver of either the Government's sovereign immunity or the Government's immunity under the Eleventh Amendment of the United States Constitution. As used in this paragraph, the term "Agreement" means any transaction or agreement arising out of, relating to, or contemplated by the solicitation. (2) Service of Process. Contractor consents that any papers, notices, or process necessary or proper for the initiation or continuation of any disputes, claims, or controversies relating to the Agreement; for any court action in connection therewith; or for the entry of judgment on any award made, may be served on Contractor by certified mail (return receipt requested) addressed to Contractor at the address provided as the Notice Address on Page Two or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed duly given upon deposit in the United States mail. [07-7A025-1]

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-117
Lenovo (United States), Inc.
(hereinafter "Contractor")

And

State of South Carolina, Information Technology Management Office (ITMO),
a unit of the South Carolina State Fiscal Accountability Authority's
Division of Procurement Services
(hereinafter "Participating State/Entity")
Participating State Contract Number 4400011700

Page 10 of 25

M. EQUAL OPPORTUNITY (JAN 2006):

Contractor is referred to and shall comply with all applicable provisions, if any, of Title 41, Part 60 of the Code of Federal Regulations, including but not limited to Sections 60-1.4, 60-4.2, 60-4.3, 60-250.5(a), and 60-741.5(a), which are hereby incorporated by reference. [07-7A030-1]

N. FALSE CLAIMS (JAN 2006):

According to the S.C. Code of Laws Section 16-13-240, "a person who by false pretense or representation obtains the signature of a person to a written instrument or obtains from another person any chattel, money, valuable security, or other property, real or personal, with intent to cheat and defraud a person of that property is guilty" of a crime. [07-7A035-1]

O. NO INDEMNITY OR DEFENSE (FEB 2015):

Any term or condition is void to the extent it requires the State to indemnify, defend, or pay attorney's fees to anyone for any reason. [07-7A045-2]

P. OPEN TRADE (JUN 2015)

During the contract term, including any renewals or extensions, Contractor will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in SC Code Section 11-35-5300. [07-7A053-1]

Q. PAYMENT & INTEREST (FEB 2015):

(a) The State shall pay the Contractor, after the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. (b) Unless otherwise provided herein, including the purchase order, payment will be made by check. (c) Notwithstanding any other provision, payment shall be made in accordance with S.C. Code Section 11-35-45, or Chapter 6 of Title 29 (real property improvements) when applicable, which provides the Contractor's exclusive means of recovering any type of interest from the Owner. Contractor waives imposition of an interest penalty unless the invoice submitted specifies that the late penalty is applicable. Except as set forth in this paragraph, the State shall not be liable for the payment of interest on any debt or claim arising out of or related to this contract for any reason. (d) Amounts due to the State shall bear interest at the rate of interest established by the South Carolina Comptroller General pursuant to Section 11-35-45 ("an amount not to exceed fifteen percent each year"), as

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-117
Lenovo (United States), Inc.
(hereinafter "Contractor")

And

State of South Carolina, Information Technology Management Office (ITMO),
a unit of the South Carolina State Fiscal Accountability Authority's
Division of Procurement Services
(hereinafter "Participating State/Entity")
Participating State Contract Number 4400011700

Page 11 of 25

amended, unless otherwise required by Section 29-6-30. (e) Any other basis for interest, including but not limited to general (pre- and post-judgment) or specific interest statutes, including S.C. Code Ann. Section 34-31-20, are expressly waived by both parties. If a court, despite this agreement and waiver, requires that interest be paid on any debt by either party other than as provided by items (c) and (d) above, the parties further agree that the applicable interest rate for any given calendar year shall be the lowest prime rate as listed in the first edition of the Wall Street Journal published for each year, applied as simple interest without compounding. (f) The State shall have all of its common law, equitable and statutory rights of set-off. [07-7A055-3 modified]

R. PUBLICITY (JAN 2006):

Contractor shall not publish any comments or quotes by State employees, or include the State in either news releases or a published list of customers, without the prior written approval of the Procurement Officer. [07-7A060-1]

S. PURCHASE ORDERS (JAN 2006):

Contractor shall not perform any work prior to the receipt of a purchase order from the using governmental unit. The using governmental unit shall order any supplies or services to be furnished under this contract by issuing a purchase order. Purchase orders may be used to elect any options available under this contract, e.g., quantity, item, delivery date, payment method, but are subject to all terms and conditions of this contract. Purchase orders may be electronic. No particular form is required. An order placed pursuant to the purchasing card provision qualifies as a purchase order. [07-7A065-1]

T. IRAN DIVESTMENT ACT - ONGOING OBLIGATIONS - (JAN 2015):

(a) You must notify the procurement officer immediately if, at any time during the contract term, you are added to the Iran Divestment Act List. (b) Consistent with Section 11-57-330(B), you shall not contract with any person to perform a part of the Work, if, at the time you enter into the subcontract, that person is on the then-current version of the Iran Divestment Act List. [07-7A072-1]

U. SURVIVAL OF OBLIGATIONS (JAN 2006):

The Parties' rights and obligations which, by their nature, would continue beyond the termination, cancellation, rejection, or expiration of this contract shall survive such termination, cancellation, rejection, or expiration, including, but not limited to, the rights and obligations created by the following clauses: Indemnification - Third Party Claims,

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT

Master Agreement No: MNWNC-117

Lenovo (United States), Inc.
(hereinafter "Contractor")

And

State of South Carolina, Information Technology Management Office (ITMO),
a unit of the South Carolina State Fiscal Accountability Authority's

Division of Procurement Services

(hereinafter "Participating State/Entity")

Participating State Contract Number 4400011700

Page 12 of 25

Intellectual Property Indemnification, and any provisions regarding warranty or audit. [07-7A075-1]

V. SUSPENSION OF WORK:

Should circumstances arise which would cause the State to suspend the work, but not terminate the contract, this will be done by formal notice. The work may be reinstated upon advance formal notice from the State. State will reimburse Contractor for products delivered or services performed through the date of suspension of work.

W. TAXES (JAN 2006):

Any tax the contractor may be required to collect or pay upon the sale, use or delivery of the products shall be paid by the State, and such sums shall be due and payable to the contractor upon acceptance. Any personal property taxes levied after delivery shall be paid by the State. It shall be solely the State's obligation, after payment to contractor, to challenge the applicability of any tax by negotiation with, or action against, the taxing authority. Contractor agrees to refund any tax collected, which is subsequently determined not to be proper and for which a refund has been paid to contractor by the taxing authority. In the event that the contractor fails to pay, or delays in paying, to any taxing authorities, sums paid by the State to contractor, contractor shall be liable to the State for any loss (such as the assessment of additional interest) caused by virtue of this failure or delay. Taxes based on Contractor's net income or assets shall be the sole responsibility of the contractor. [07-7A080-1]

X. WAIVER (JAN 2006):

The State does not waive any prior or subsequent breach of the terms of the Contract by making payments on the Contract, by failing to terminate the Contract for lack of performance, or by failing to strictly or promptly insist upon any term of the Contract. Only the Procurement Officer has actual authority to waive any of the State's rights under this Contract. Any waiver must be in writing. [07-7A095-1]

Y. CISG (JAN 2006):

The parties expressly agree that the UN Convention on the International Sale of Goods shall not apply to this agreement. [07-7B030-1]

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT

Master Agreement No: MNWNC-117

Lenovo (United States), Inc.

(hereinafter "Contractor")

And

State of South Carolina, Information Technology Management Office (ITMO),

a unit of the South Carolina State Fiscal Accountability Authority's

Division of Procurement Services

(hereinafter "Participating State/Entity")

Participating State Contract Number 4400011700

Page 13 of 25

Z. CONTRACT LIMITATIONS (JAN 2006):

No sales may be made pursuant to this contract for any item or service that is not expressly included in the scope. No sales may be made pursuant to this contract after expiration of this contract. Violation of this provision may result in termination of this contract and may subject contractor to suspension or debarment. [07-7B045-1 modified]

AA. ILLEGAL IMMIGRATION (NOV 2008):

(An overview is available at www.procurement.sc.gov) You certify that you will comply with the applicable requirements of Title 8, Chapter 14 of the South Carolina Code of Laws and agree to provide to the State upon request any documentation required to establish either: (a) that Title 8, Chapter 14 is inapplicable to you and your subcontractors or sub-subcontractors; or (b) that you and your subcontractors or sub-subcontractors are in compliance with Title 8, Chapter 14. Pursuant to Section 8-14-60, "A person who knowingly makes or files any false, fictitious, or fraudulent document, statement, or report pursuant to this chapter is guilty of a felony, and, upon conviction, must be fined within the discretion of the court or imprisoned for not more than five years, or both." You agree to include in any contracts with your subcontractors language requiring your subcontractors to (a) comply with the applicable requirements of Title 8, Chapter 14, and (b) include in their contracts with the sub-subcontractors language requiring the sub-subcontractors to comply with the applicable requirements of Title 8, Chapter 14. [07-7B097-1]

BB. INDEMNIFICATION-

A. THIRD PARTY CLAIMS - GENERAL (NOV 2011):

Notwithstanding any limitation in this agreement, and to the fullest extent permitted by law, Contractor shall defend and hold harmless Indemnitees for and against any and all suits or claims of any character (and all related damages, settlement payments, attorneys' fees, costs, expenses, losses or liabilities) by a third party which are attributable to bodily injury (including death), or to injury to or destruction of real or tangible property arising out of or in connection with the goods or services provided by Contractor to the State hereunder or caused in whole or in part by any act or omission of contractor, its subcontractors, their employees, workmen, servants, agents, or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable in Contractor's performance of this Agreement; however, if an Indemnitee's negligent act or omission is the sole proximate cause of a suit or claim, the Indemnitee shall not be entitled to indemnification hereunder. Contractor shall be given timely written notice of any suit or claim. Contractor's obligations hereunder are in no way limited by any protection afforded

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT

Master Agreement No: MNWNC-117

Lenovo (United States), Inc.

(hereinafter "Contractor")

And

State of South Carolina, Information Technology Management Office (ITMO),

a unit of the South Carolina State Fiscal Accountability Authority's

Division of Procurement Services

(hereinafter "Participating State/Entity")

Participating State Contract Number 4400011700

Page 14 of 25

under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancelation, or expiration of the parties' agreement. This provision shall be construed fairly and reasonably, neither strongly for nor against either party, and without regard to any clause regarding insurance. As used in this clause, "Indemnitees" means the State of South Carolina, its instrumentalities, agencies, departments, boards, political subdivisions and all their respective officers, agents and employees.

B. THIRD PARTY CLAIMS – INTELLECTUAL PROPERTY INFRINGEMENT PROTECTION. If a third party claims that a Contractor branded product provided to the State by the Contractor under this Agreement infringes on that party's patent or copyright, Contractor will defend the State against that claim at its expense and pay all costs, damages, and attorney's fees that a court finally awards against the State or that are included in a settlement approved by Contractor, provided that the State: (i) promptly notifies Contractor in writing of the claim; (ii) allows Contractor to control, and cooperates with Contractor in, the defense; and (iii) is and remains in compliance with the State's obligations in this Section ("Third Party Claims – Intellectual Property Infringement Protection"). Control of the defense of the claim includes the right to take any and all actions deemed appropriate by Contractor in its sole discretion to resolve the claim by settlement or compromise so long as (i) all settlement payments are made by Contractor, and (ii) the settlement imposes no non-monetary obligation upon the State. Notwithstanding the foregoing, nothing herein authorizes Contractor to waive either the State's sovereign immunity or the State's immunity under the Eleventh Amendment of the United States Constitution, or any immunity enjoyed by a local public procurement unit, except and only to the extent provided for by the General Assembly. The foregoing is Contractor's entire obligation to the State and the State's exclusive remedy regarding any claim of infringement. If such a claim is made or appears likely to be made, the State shall permit Contractor, in Contractor's sole discretion, to enable the State to continue to use the Product; to modify it; or to replace it with one that is at least functionally equivalent. If Contractor determines that none of these alternatives is reasonably available, the State shall promptly return the Product to Contractor at its written request. Contractor will then provide a credit to the State in an amount equal to the net book value of the Product according to generally accepted accounting principles. Contractor shall have no obligation regarding any claim based upon: (i) anything the State or a third party on the State's behalf provides which is incorporated into, or combined with, a Product, except for

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT

Master Agreement No: MNWNC-117

Lenovo (United States), Inc.

(hereinafter "Contractor")

And

State of South Carolina, Information Technology Management Office (ITMO),

a unit of the South Carolina State Fiscal Accountability Authority's

Division of Procurement Services

(hereinafter "Participating State/Entity")

Participating State Contract Number 4400011700

Page 15 of 25

such an incorporation or combination that the Contractor specifically allows; (ii) unauthorized modification of a Product by the State or a third party on the State's behalf; (iii) the combination, operation, or use of a Product with any products not provided by Contractor as a system, or the combination, operation, or use of a Product with any product, data, apparatus or business method that Contractor did not provide; (iv) Contractor's compliance with the State's specifications or requirements; or (v) infringement by a third party Product alone.

CC. MATERIAL AND WORKMANSHIP (JAN 2006):

Unless otherwise specifically provided in this contract, all equipment, material, and articles incorporated in the work covered by this contract are to be new and of the most suitable grade for the purpose intended. [07-7B120-1]

DD. RELATIONSHIP OF USING GOVERNMENTAL UNITS (JAN 2006):

Each Using Governmental Unit's obligations and liabilities are independent of every other Using Governmental Unit's obligations and liabilities. No Using Governmental Unit shall be responsible for any other Using Governmental Unit's act or failure to act. [07-7B210-1]

EE. STATEWIDE TERM CONTRACT (FEB 2015):

(a) With this agreement, the state seeks to establish a term contract (as defined in Section 11-35-310(35)) available for use by all South Carolina public procurement units (as defined in Section 11-35-4610(5)). Use by state governmental bodies (as defined in Section 11-35-310(18)), which includes most state agencies, is mandatory except under limited circumstances, as provided in Section 11-35-310(35). See clause entitled "Acceptance of Offers 10% Below Price". Use by local public procurement units is optional. Section 11-35-4610 defines local public procurement units to include any political subdivision, or unit thereof, which expends public funds. Section 11-35-310(23) defines the term political subdivision as all counties, municipalities, school districts, public service or special purpose districts.

(b) The State shall be entitled to audit the books and records of you and any subcontractor to the extent that such books and records relate to the performance of the work. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under the contract and by the subcontractor for a period of three years from the date of final payment under the subcontract, unless a shorter period is otherwise authorized in writing by the Chief Procurement Officer. Nothing herein shall be construed to require the Contractor to provide to any auditor, designated as described

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT

Master Agreement No: MNWNC-117

Lenovo (United States), Inc.

(hereinafter "Contractor")

And

State of South Carolina, Information Technology Management Office (ITMO),

a unit of the South Carolina State Fiscal Accountability Authority's

Division of Procurement Services

(hereinafter "Participating State/Entity")

Participating State Contract Number 4400011700

Page 16 of 25

above, any information or data which is the property of a third party or to which access is restricted under an obligation of confidentiality owed by Contractor to a third party.

(c) As used herein, "additional contract terms" means additional terms not otherwise allowed by the "Purchase Orders" clause. Notwithstanding the "Purchase Orders" clause, a purchase order may include additional contract terms but only if and to the extent necessary (i) to comply with a requirement directly related to the work and imposed on the Using Governmental Unit either by law or as a condition of using state or federal assistance, grant, or contract funds, or (ii) for the Using Governmental Unit to impose organizational, operational, or technical security measures designed to protect the integrity, availability, or confidentiality of the Using Governmental Unit's data. Contractor may decline to honor a purchase order including additional contract terms. [07-7B225-2 modified]

FF. STATEWIDE TERM CONTRACT - ACCEPTANCE OF OFFERS 10% BELOW PRICE (NOV 2012):

Pursuant to Section 11-35-310(35), the state may purchase items available on this contract from a third party (an "alternate vendor") if the alternate vendor offers a price that is at least ten percent less than the price established by this contract and, after being offered an opportunity, you decline to meet the alternate vendor's price. With regard to the items acquired, the alternate vendor must agree to be bound by all the terms and conditions of this contract. All acquisition pursuant to this clause must be documented by the procurement officer using the attached form. [7B227-1]

GG. LIMITATION ON LIABILITY

Except for (i) direct claims for damage to real or tangible personal property and death or bodily injury, (ii) claims arising from gross negligence or intentional misconduct or fraud, (iii) breach of confidentiality obligations hereunder, other than with respect to information or data on a hard drive, solid state drive or Product, (iv) breach of data security obligations hereunder, other than with respect to information or data on a hard drive, solid state drive or Product, neither party shall be liable to the other party with respect to any action arising out of or relating to this agreement, even if informed of their possibility, and whether arising in contract, tort (including negligence), strict liability or other legal or equitable theory for:

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT

Master Agreement No: MNWNC-117

Lenovo (United States), Inc.
(hereinafter "Contractor")

And

State of South Carolina, Information Technology Management Office (ITMO),
a unit of the South Carolina State Fiscal Accountability Authority's

Division of Procurement Services

(hereinafter "Participating State/Entity")

Participating State Contract Number 4400011700

Page 17 of 25

A. Any direct damages in an amount equal to the greater of (i) the total cumulative amount paid and payable by the State to the Contractor for all orders issued under this Agreement, or (ii) three million U.S. Dollars; or

B. Any special, exemplary, punitive, incidental or consequential damages, including without limitation, lost profits, goodwill, business or anticipated savings;

Nothing herein shall be construed to waive any clause regarding the availability or appropriation of funds, sovereign immunity, or any other immunity, restriction, or limitation on recovery provided by law.

HH. ITEM SUBSTITUTION:

No Substitutes will be allowed on Purchase Orders received from South Carolina procurement units without written permission from the issuing procurement unit.

II. AUTHORIZED RESELLERS/DISTRIBUTORS:

As found in SC Consolidated Procurement Code Section 11-35-4810 paragraph 2, Contracts may be only awarded to manufacturers who will be distributing the products to South Carolina governmental bodies through South Carolina vendors. Vendor agrees to distribute its products to South Carolina governmental bodies through vendors registered with the South Carolina Secretary of State as an authorized South Carolina vendor <http://www.scsos.com>. All resellers/distributors will be issued their own contract number and must be approved by the ITMO Procurement Officer. Only those resellers/distributors found to be responsive and responsible by the State will be awarded any contract under this SC participation addendum.

JJ. CONTRACT HISTORY:

The State of South Carolina has an auditing requirement for the retention of contract history. The retention for the contract history is three (3) years after the expiration date of the contract. Upon prior written request, the Contractor will make available to the State those records directly associated with Contractor's performance under the Addendum.

KK. ADMINISTRATIVE SERVICES FEE:

ADMINISTRATIVE SERVICES FEE – COLLECTION AND REPORTING (JUN 2015):

(a) Procurement Services (PS) establishes and maintains master State contracts for the

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT

Master Agreement No: MNWNC-117

Lenovo (United States), Inc.
(hereinafter "Contractor")

And

State of South Carolina, Information Technology Management Office (ITMO),
a unit of the South Carolina State Fiscal Accountability Authority's

Division of Procurement Services

(hereinafter "Participating State/Entity")

Participating State Contract Number 4400011700

Page 18 of 25

benefit of all South Carolina state and local public entities. These contracts allow all public entities both to maximize the State's purchasing power by aggregating their requirements and to benefit from increased efficiencies in the acquisition process. Procurement Services' cost for this central purchasing activity is offset by an administrative fee which each contractor includes in its contract pricing (though not separately itemized or invoiced) and is paid to the vendor by each participating public entity. The contractor collects the fee as a fiduciary for the State and remits the same as calculated in accordance with the clause titled "ADMINISTRATIVE SERVICES FEE - CALCULATION." The price stated in the contractor's bid or proposal must include all amounts necessary for contractor to meet this obligation.

(b) As used in this clause, the term "reporting period" means each full calendar quarter (Jan. -- Mar., Apr. -- Jun., Jul. -- Sep., and Oct. -- Dec.) and any remaining periods less than a full calendar quarter during the term of this contract. For each reporting period, contractor shall report to PS its total sales pursuant to this contract for the period and shall remit the fee to the PS Reports Manager. Payment for each reporting period is due no later than the last day of the month immediately following the end of the reporting period (Example: payment for the reporting period ending March 31 is due April 30). If the amount due for a reporting period is less than \$10.00, no payment is required. The procurement officer will provide contractor an information packet, including a detailed explanation of reporting and payment requirements, within thirty (30) calendar days following contract award. You may contact the Reports Manager at:

Procurement Services Division

Attn: Reports Manager

1201 Main Street, Suite 600

Columbia, SC 29201

Phone: (803) 737-0600 (ask to speak to the Reports Manager)

Failure to receive the information packet does not relieve contractor from its obligations hereunder.

(c) Contractor shall submit a usage report for each reporting period, even if no payment is due for the reporting period. The usage report shall include any information requested by PS to verify the amount due. At a minimum, each usage report shall reflect the following information for the applicable reporting period: contractor's name, contract number,

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT

Master Agreement No: MNWNC-117

Lenovo (United States), Inc.

(hereinafter "Contractor")

And

State of South Carolina, Information Technology Management Office (ITMO),

a unit of the South Carolina State Fiscal Accountability Authority's

Division of Procurement Services

(hereinafter "Participating State/Entity")

Participating State Contract Number 4400011700

Page 19 of 25

contract description, reporting period/quarter, total dollar value of sales (excluding sales taxes and showing any adjustments for credits or refunds), total number of units (if practicable), and the number, date, and amount of contractor's check to PS. Unless otherwise specified by the reports manager, the usage report shall be submitted electronically according to instructions in the information packet. If the reports manager requires the contractor to provide a more detailed usage report, the reports manager will work directly with the contractor to determine the appropriate content and format of the report.

(d) During the term of this contract and for a period of three years thereafter, PS or its authorized representatives shall be afforded access at reasonable times to contractor's records (including, without limitation, bank statements, deposits, checks; invoices; correspondence; ledgers; receipts; transmittals) in order to audit all transactions involving goods sold, work performed, or fees due pursuant to this contract. If the audit indicates that contractor has materially underpaid PS, then contractor shall remit the balance found to be due (including any amounts assessed pursuant to subparagraph (e)) and reimburse PS for all costs of the audit.

(e) Payments of the fee which are due and unpaid by the contractor (including amounts disclosed by audit) shall accrue interest as provided in the Payment and Interest clause for amounts due to the State. In addition to the fee and interest, contractor agrees to pay to PS its reasonable expenses of collection, including costs and attorneys' fees (and fees for inside counsel), whether or not PS commences legal action.

(f) If the contractor fails to (i) timely submit accurate usage reports; (ii) remit to PS the fee when due; or (iii) promptly and fully cooperate with an audit request, the State may, without prejudice to any other remedy available to the State, take any one or more of the following actions:

(1) direct the contractor to not accept any further orders under the contract until PS determines that the cause for such direction has been eliminated;

(2) terminate this contract;

(3) direct the contractor to not accept any further orders under any other master State contract established by PS until PS determines that the cause for such direction has been eliminated.

(g) For purposes of this clause, PS is intended as a third-party beneficiary of this contract.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT

Master Agreement No: MNWNC-117

Lenovo (United States), Inc.

(hereinafter "Contractor")

And

State of South Carolina, Information Technology Management Office (ITMO),

a unit of the South Carolina State Fiscal Accountability Authority's

Division of Procurement Services

(hereinafter "Participating State/Entity")

Participating State Contract Number 4400011700

Page 20 of 25

[03-3090-1]

(h) Reports MUST reference the SC Participating Addendum number 4400011700 to assure accurate accounting of purchases under this contract and reported administrative fees. Each remittance will include the period covered and the contract number.

ADMINISTRATIVE SERVICES FEE – CALCULATION –ITMO (JUN 2015):

For each reporting period, Contractor shall pay to PS a fee equal to one (1.0%) percent of the total dollar amount (excluding sales taxes and adjusted for credits or refunds) of purchases made by any public procurement unit from Contractor pursuant to this contract.

[03-3095-1]

LL. CHANGE IN CONTRACTOR REPRESENTATIVES:

The Contractor will email the South Carolina point of contact within seven (7) business days of any change of contract contacts and contact information.

MM. PROTECTION OF HUMAN HEALTH & THE ENVIRONMENT:

The State of South Carolina requires all contractual activities to be in compliance with local, state, and federal mandates concerning "protection of human health and the environment". Any contractor doing business with the State will be required to document compliance and to specify prudent practices used by the contractor to address applicable mandates including, but not restricted to "the hazard communication standard" OSHA CFR 1910.1200 (SCRR Article 1,71-1910.1200). Contractor agrees to take all necessary steps to ensure compliance with the requirements applicable to Contractor and the Services it provides.

NN. NON-APPROPRIATION OF FUNDS:

The Contractor acknowledges that the State cannot contract for the payment of funds not yet appropriated by the South Carolina State Legislature. If funding to the State is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided, the State may terminate this contract or proportionately reduce the services and purchase obligations and the amount due from the State upon 30 days written notice. In the case that funds are not appropriated or are reduced, the State will reimburse Contractor for products delivered or services performed

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-117
Lenovo (United States), Inc.
(hereinafter "Contractor")

And
State of South Carolina, Information Technology Management Office (ITMO),
a unit of the South Carolina State Fiscal Accountability Authority's
Division of Procurement Services
(hereinafter "Participating State/Entity")
Participating State Contract Number 4400011700

Page 21 of 25

through the date of cancellation or reduction, and the State will not be liable for any future commitments, penalties, or liquidated damages.

OO. LEASE AGREEMENTS:

Any/all leasing will be handled through the South Carolina Leasing Hardware State Term Contract. Contract information can be found at:

[http://procurement.sc.gov/webfiles/IT CONTR/Hardware Leasing.pdf](http://procurement.sc.gov/webfiles/IT_CONTR/Hardware_Leasing.pdf)

Lease & Purchasers Agreements: State agencies will either Purchase or Lease under this Participating Addendum. Ontario Investments or their successor is the only approved leasing source for the State of South Carolina & provides financing for this contract. No lease/purchase agreements will be allowed under this Participation Addendum (PA).

The primary contact for this contract is:	Ontario Investment Inc.
Name:	Jim Marsallo Jr.
Address	6666 Old Collamer Road East Syracuse NY 13057
Phone #	315-431-4676
Fax #	315-431-4675
E-mail	jmarsallojr@ontinv.com
ITMO Leasing Contract Information	Information Technology Management Office
Name:	Faith Williams
Address	1201 Main Street, Suite 600 Columbia, South Carolina 29201
Phone #	803-896-6677
Fax #	803-737-0102
E-mail	fwilliams@mimo.sc.gov

PP. SUBCONTRACTORS:

All Contractor's Fulfillment Partners, as defined in the Master Agreement, authorized in the State of South Carolina, as shown on the dedicated Contractor's (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-117
Lenovo (United States), Inc.
(hereinafter "Contractor")

And

State of South Carolina, Information Technology Management Office (ITMO),
a unit of the South Carolina State Fiscal Accountability Authority's
Division of Procurement Services
(hereinafter "Participating State/Entity")
Participating State Contract Number 4400011700

Page 22 of 25

ValuePoint Master Price Agreement, e.g. for direct order taking, processing, fulfillment or provisioning. The Fulfillment Partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

Subject to approval of the Participating State/Entity, and at the sole discretion of Contractor, Contractor may add Fulfillment Partners at any time during the term of this Participating Addendum. Contractor may designate a minimum of two Fulfillment Partners and no set maximum number of Fulfillment Partners to provide sales and services support. Contractor, in its sole discretion, is not required to add, and may delete upon thirty (30) days written notice, any Fulfillment Partner who does not meet Contractor's established qualifying criteria, or where the addition of the entity would violate any state or federal law or regulation.

QQ. ORDERS:

Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

Purchasers may place orders directly only through Contractor's approved Fulfillment Partners for products or services as authorized under this Participating Addendum. Only those Fulfillment Partners approved and listed during the term of Participating Addendum at Contractor's website are authorized to directly provide quotes, receive purchase orders, invoice Customers, and receive payment from purchasers on Contractor's behalf.

Except as otherwise set forth in the qualifying criteria, Contractor will not, directly or indirectly, restrict any Fulfillment Partner's participation or ability to quote pricing for a Customer. The approved Fulfillment Partners will not offer less favorable pricing discounts than the contract discounts established by Contractor under the Master Agreement. However, the Fulfillment Partner may offer any additional incremental discounts to Participating State/Entity, and such additional discounts if offered, may be provided in the discretion and as the sole legal obligation of the approved Fulfillment Partner to the Participating State/Entity.

The Master Agreement number and the State Contract Number must appear on every

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-117
Lenovo (United States), Inc.
(hereinafter "Contractor")

And

State of South Carolina, Information Technology Management Office (ITMO),
a unit of the South Carolina State Fiscal Accountability Authority's
Division of Procurement Services
(hereinafter "Participating State/Entity")
Participating State Contract Number 4400011700

Page 23 of 25

Purchase Order placed under this Participating Addendum.

RR. TERM:

The term of this Participating Addendum shall begin on the date of last signature below. The term shall continue for a period ending on the Termination Date of the Master Agreement or when this Participating Addendum is terminated in accordance with the Master Agreement, whichever shall occur first.

SS. NOTICES:

Notwithstanding anything contained in the Master Agreement to the contrary, all notices required or permitted under this Participating Addendum will be in writing and will be deemed given: (a) when delivered personally; (b) when sent by confirmed facsimile or electronic mail; (c) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt. All communications will be sent to the addresses set forth Section 5 of this Participating Addendum or such other address as may be designated by a party by giving written notice to the other party pursuant to this paragraph, or, in the absence of such an address from Customer, to the address to which the last invoice under this Participating Addendum was sent before notice is served.

Notwithstanding the foregoing, notices regarding changes in pricing, Software license terms, policies or programs may be by e-mail or fax.

TT. ENTIRE AGREEMENT:

This Participating Addendum and the Master Agreement (including all amendments and attachments thereto) constitute the entire agreement between the parties concerning the subject matter of this Participating Addendum and replaces any prior oral or written communications between the parties, all of which are excluded. There are no conditions, understandings, agreements, representations or warranties, expressed or implied, that are not specified herein. This Participating Addendum may be modified only by a written document executed by the parties hereto.

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT

Master Agreement No: MNWNC-117

Lenovo (United States), Inc.

(hereinafter "Contractor")

And

State of South Carolina, Information Technology Management Office (ITMO),

a unit of the South Carolina State Fiscal Accountability Authority's

Division of Procurement Services

(hereinafter "Participating State/Entity")

Participating State Contract Number 4400011700

Page 24 of 25

5. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name	Melissa Autrey-Freeman
Address	1009 Think Place, Morrisville, NC 27560
Telephone	919-294-0609
Fax	
E-mail	mautrey@lenovo.com

Participating Entity

Name	Johanne M. Sullivan
Address	1201 Main St, Suite 600, Columbia, SC 29201
Telephone	803-737-3416
Fax	803-737-0639
E-mail	jmsullivan@mimo.sc.gov

6. **Terms:** The Participating State/Entity is agreeing to the terms of the Master Agreement only to the extent the terms are not in conflict with applicable law.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State:	Contractor:
By: <i>Johanne M. Sullivan</i>	Lenovo (United States), Inc.
Name: <i>Johanne M. Sullivan</i>	By: <i>Robin Howdershelt</i>
Title: <i>Procurement Manager</i>	Name: Robin Howdershelt
Date: <i>10/21/15</i>	Title: Inside Sales Director, Public Sector
	Date: <i>10/21/15</i>

PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Computer Equipment
Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
Master Agreement No: MNWNC-117
Lenovo (United States), Inc.
(hereinafter "Contractor")

And

State of South Carolina, Information Technology Management Office (ITMO),
a unit of the South Carolina State Fiscal Accountability Authority's
Division of Procurement Services
(hereinafter "Participating State/Entity")
Participating State Contract Number 4400011700

Page 25 of 25

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	thay@naspovaluepoint.org

[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org to support documentation of participation and
posting in appropriate data bases]

Purchase Order Attachment

Acceptance of Offers 10% Below Statewide Term Contract Price

Instructions: If an agency purchases any item available on the Term Contract identified below from a business (an Alternate Vendor) other than the Term Contract Contractor and the total price of the purchase order exceeds \$500, then the procurement officer making the purchase must attach this form to the purchase order issued to the Alternate Vendor. The agency procurement officer must complete the following four blanks: the number and description of the applicable Term Contract, the number of the agency's Purchase Order, and the name of Term Contract Contractor that you offered an opportunity to match.

Term Contract Solicitation No.	Term Contract Description
Term Contract Contractor	Purchase Order No.

Agreement

By signing this document, Alternate Vendor is entering into a contract with the agency named above regarding the items referenced on Purchase Order identified above. Regarding the items acquired with the Purchase Order, Alternate Vendor agrees to be bound by all the terms and conditions of the Term Contract Solicitation identified above. Alternate Vendor has received and read a copy of the Term Contract Solicitation identified above. The Purchase Order may be used to elect only those options expressly allowed in the Term Contract Solicitation. Possible options might include quantity, item, delivery date, and payment method. Any contract resulting from this Purchase Order is limited to the documents identified in the clause entitled Contract Documents & Order of Precedence.

NAME OF ALTERNATE VENDOR (full legal name of business entering this contract)	STATE VENDOR NO. (Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)
AUTHORIZED SIGNATURE (person authorized to enter binding contract on behalf of Alternate Vendor)	TITLE (business title of person signing)
PRINTED NAME (printed name of person signing above)	DATE SIGNED

Certification of Compliance

I certify as follows: (1) every item acquired with the Purchase Order is priced at least ten percent less than the Term Contract price for the same item; (2) the Term Contract Contractor identified above declined to meet the prices stated on the Purchase Order after being offered a reasonable opportunity to meet the price stated on the Purchase Order; and, (3) this purchase complies with Section 11-35-310(35), which is reprinted below.

AUTHORIZED SIGNATURE (procurement officer authorized to issue purchase order and sign certification)	TITLE (business title of person signing)
PRINTED NAME (printed name of person signing above)	DATE SIGNED

Section 11-35-310(35) of the South Carolina Code of Laws reads as follows: "'Term contract' means contracts established by the chief procurement officer for specific supplies, services, or information technology for a specified time and for which it is mandatory that all governmental bodies procure their requirements during its term. As provided in the solicitation, if a public procurement unit is offered the same supplies, services, or information technology at a price that is at least ten percent less than the term contract price, it may purchase from the vendor offering the lower price after first offering the vendor holding the term contract the option to meet the lower price. The solicitation used to establish the term contract must specify contract terms applicable to a purchase from the vendor offering the lower price. If the vendor holding the term contract meets the lower price, then the governmental body shall purchase from the contract vendor. All decisions to purchase from the vendor offering the lower price must be documented by the procurement officer in sufficient detail to satisfy the requirements of an external audit. A term contract may be a multi term contract as provided in Section 11-35-2030."