

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

**NASPO MASTER AGREEMENT
Master Agreement No: MNNVP-133 and MNWNC-115
Hewlett-Packard Company
(hereinafter "Contractor")
And
Commonwealth of Kentucky
(hereinafter "Participating State")
MA 758 1600000455**

1. Scope: This addendum allows for purchase from the Computer Equipment, Peripherals and Related Services cooperative purchasing program, 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 Participating State /Entity contracts.

The original solicitation contains the requirements and definitions establishing the Product Bands allowed on the NASPO Master Agreement. The NASPO Master Agreement identifies the bands awarded to the Contract Vendor, eligible for purchase under this Addendum to include: **Band 3 – Tablet ONLY**. The configuration limits and restrictions for the NASPO Master Agreement are provided with revisions identified by the Participating State in this Participating Addendum.

2. Participation: Use of specific NASPO ValuePoint cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state 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.

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 WSCA-NASPO Master Agreement;
2. Minnesota WSCA-NASPO 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 NASPO 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/Entity Modifications or Additions to Master Agreement:

4.1 Authorized Participating Entities. The Commonwealth hereby designates Non-Executive Branch State Agencies and political subdivisions and authorized non-profits located in the Participating State as the ONLY authorized Participating Entities under this Participating Addendum. The Commonwealth Office of Technology is the ONLY Executive Branch State Agency that is permitted to use this Addendum. If the Contractor enters into an agreement or accepts an Order with an Executive Branch State Agency that has not been granted approval as indicated above, the Commonwealth reserves the right to terminate this Addendum for convenience in its entirety pursuant to Section 8 of the Master Agreement.

4.2 Governing Law: This PA shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.

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

<u>Contractor</u>	
Name	Debra Lee
Address	442 Swan Blvd., Deerfield, IL 60015
Telephone	847-537-0344 (Cell 847-922-2977)
Fax	847-572-1336
E-mail	debra.lee@hp.com

<u>Participating Entity</u>	
Name	Stephanie R. Williams
Address	702 Capitol Avenue, Room 096
Telephone	502-564-8621
Fax	502-564-6013
E-mail	Stephanier.williams@ky.gov

6. Partner Utilization: Each Participating State represented by NASPO ValuePoint participating in this NASPO Master Agreement independently have the option of utilizing partners. Only partners approved by this Participating State may be deployed. The Participating State may define the process to add and remove partners and may define the partner's role in this Participating Addendum. The Contractor's partners' participation will be in accordance with the terms and conditions set forth in the aforementioned NASPO Master Agreement and this Participating Addendum. Approved partners are shown on the Contractor's dedicated website for the Participating State and its respective eligible Purchase Entities and included below:

Subcontractor Legal Name	Address	Contact Information
CDW Logistics, Inc.	230 North Milwaukee Avenue Vernon Hills, IL 60061	Jumana Dihu jumdihu@cdw.com 312-547-2495

Subcontractor Legal Name	Address	Contact Information
ProSys Information Systems, Inc.	523 Wellington Way, #120, Lexington, KY 40503	Patrick Madden pmadden@prosysis.com 678-268-1300
SHI International Corp	290 Davidson Avenue Somerset, NJ 08873	Derek Summersett Derek_Summersett@shi.com 732-317-6928
TJL Information Technologies, Inc.	1890 Star Shoot Parkway Lexington, KY 40509	Tim Lowe tim.lowe@tdinfotech.com 239-278-3355; extension106

Contractor has two (2) distinct Servicing Subcontractor Programs: (1) the Reseller Agent Program; and (2) the Fulfillment Subcontractor Program. Both are available to authorized Purchasing Entities to select from under this Participating Addendum.

A. Reseller Agent Program:

Under the Reseller Agent Program the purchase order ("Order") is made out to Hewlett-Packard Company ("HP"). HP fulfills and ships the Order to the Purchasing Entity and invoices the Purchasing Entity directly. The Reseller Agents provides pre- and post-sales support. Pre- and post-sales support includes, but is not limited to, providing advice on specifications, quotes, assist in escalation of order(s), and returns. The authorized Reseller Agent(s) under this Contract are listed on the HP Participating State landing page at www.hp.com/buy/NASPOVP-PC4.

Orders and payment are issued by the Purchasing Entity direct to HP under the Reseller Agent Program. The Reseller Agent HP Authorization Number must be listed in all quotes and related Order activities for sales and tracking purposes. Orders must include the Participating State Contract Number. HP Order information, including the HP remittance address, is available in the Information Center located at the HP website www.hp.com/buy/NASPOVP-PC4.

B. Fulfillment Subcontractor Program:

Under this Fulfillment Subcontractor Program the purchase order ("Order") is made out to the named Fulfillment Subcontractor. The Fulfillment Subcontractor receives the Order(s) and invoices the Purchasing Entity directly, in addition to handling all Order tracking and escalations and offering pre- and post-sales support. The authorized Fulfillment Subcontractor(s) for receipt of Orders from Participating Entities under this Contract are listed on the HP Participating State landing page at www.hp.com/buy/NASPOVP-PC4.

Orders and payment are issued by the Purchasing Entity direct to the named Fulfillment Subcontractor under the Fulfillment Subcontractor Program. Orders must include the Participating State Contract Number.

7. Terms: The Participating State is agreeing to the terms of the NASPO Master Agreement only to the extent the terms are not in conflict with applicable law.

8. Orders: Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this NASPO Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the NASPO Master Agreement

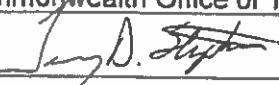

unless the parties to the Order agree in writing that another contract or agreement applies to such Order.

9. Separation: Neither Party may, nor will it have the power to, assign or novate this Participating Addendum without the consent of the other, provided that Participating State approves the assignment of this Participating Addendum to Hewlett Packard Company's successor-in-interest, HP Inc., in connection with the HP Separation. Any reference to Hewlett-Packard Company in this Participating Addendum will be deemed to be a reference to HP Inc. following HP Separation. HP Separation means any transaction or restructure associated with the proposed separation of Hewlett-Packard Company into two publicly traded companies, as announced by Hewlett-Packard Company on October 6, 2014.


This Participating Addendum is based on NASPO Master Agreement No. MNWNC-115 until November 1, 2015. In accordance with the Assignment Agreement, as of November 1, 2015, this Participating Addendum is assigned to NASPO Master Agreement No. MNNVP-133.

10. Participating Addendum: To the extent applicable, this Addendum is effective and will replace and supersede the existing Participating Addendum between Contractor and Participating State under the NASPO Master Price Agreement Number B27164, as of the first business day of the month following the full execution of this Participating Addendum below.

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

Participating State: Commonwealth of Kentucky Commonwealth Office of Technology (COT)	Contractor: Hewlett-Packard Company
By: 	By: 
Name: Terry Stephens	Name: Nancy Lenkowski
Title: Executive Director	Title: Contract Administrator
Date: 9/22/15	Date: 9/18/2015

[Additional signatures as required by Participating State]

Participating State: Commonwealth of Kentucky Office of Procurement Services
By: 
Name: Donald R. Speer
Title: Executive Director
Date: 9/22/15