

MODIFICATION

**State of Maine****Master Agreement****Effective Date:** 12/14/15**Expiration Date:** 10/01/20**Master Agreement Description:** Computer Equipment, Peripherals and Service from HP/Len/GovC**Buyer Information**

Justin Franzose 207-624-7337 ext. justin.franzose@maine.gov

**Issuer Information**

JOAN BOLDUC 207-624-9904 ext. JOAN.BOLDUC@MAINE.GOV

**Requestor Information**

Thomas Howker 207-624-8878 ext. Thomas.n.howker@maine.gov

**Authorized Departments**

ALL

**Vendor Information****Vendor Line #:** 1**Vendor ID**

VS0000011330

**Vendor Name**

GovConnection, Inc.

**Alias/DBA****Vendor Address Information**

732 Milford road

Merrimack, NH 03054

US

**Vendor Contact Information**

Meaghan Landrigan

800-800-0019 ext. 33242

mlandrigan@govconnection.com

## Commodity Information

**Vendor Line #:** 1

**Vendor Name:** GovConnection, Inc.

**Commodity Line #:** 1

**Commodity Code:** 20600

**Commodity Description:** NASPO: Lenovo Computer Equipment, Peripherals and Related Se

**Commodity Specifications:** This commodity line authorizes GovConnection as a fulfillment subcontractor for HP and Lenovo products, in accordance with the following two NASPO Master Agreements: - HP Inc.: NASPO VP Master Agreement No: MNWNC-115 - Lenovo: NASPO VP Master Agreement No: MNWNC-117 All shipping and handling charges are to be included in total price. Please see attached reseller fulfillment subcontracts. HP Inc. Master Agreement and Products: <http://www.naspo.valuepoint.org/#/current-contracts/contractors/results/327> Lenovo Master Agreement and Products: <http://www.naspo.valuepoint.org/#/current-contracts/contractors/results/263>

**Commodity Extended Description:** All purchase orders issued by purchasing entities with the jurisdiction of this Addendum must include the Participating State contract number (MA 18P 1512140000000000095) and the Master Price Agreement Number (MNWNC-115 for HP Inc. products or MNWNC-117 for Lenovo products).

<b>Quantity</b> 0.00000	<b>UOM</b>	<b>Unit Price</b> \$0.00
<b>Delivery Days</b>	<b>Free on Board</b>	
<b>Contract Amount</b> \$0.00	<b>Service Start Date</b> 12/14/15	<b>Service End Date</b> 10/01/20
<b>Catalog Name</b>	<b>Discount</b> 0.0000 %	
	<b>Discount Start Date</b>	<b>Discount End Date</b>

## Commodity Terms and Conditions

**Vendor Line #:** 1

**Commodity Line #:** 1

**T&C #:** 165

**T&C Name:** Payment Terms

**T&C Details:** Net 30

## Commodity Information

**Vendor Line #:** 1

**Vendor Name:** GovConnection, Inc.

**Commodity Line #:** 2

**Commodity Code:** 20600

**Commodity Description:** GovConnection Products per TCPN Contract # R5110

**Commodity Specifications:** This commodity line authorizes the GovConnection MA under National IPA, The Cooperative Purchasing Network (TCPN) Technology Solutions Contract # R5110, Administered by TCPN, per the attached signed participating addendum.

**Commodity Extended Description:** Delivery Order Instructions (also attached to this MA): Contract terms allow DO's and PO's to be sent directly to this vendor. DO's and PO's must reference the vendor's contract number. For example, "Per TCPN Contract # R5110." Contact vendor for pricing. Always identify yourself as a TCPN (The Cooperative Purchasing Network) member when requesting a quote or placing an order. Procurement Card Instructions: Pricing varies from manufacturer to manufacturer, and product pricing is available online at [www.govconnection.com/tcpn](http://www.govconnection.com/tcpn) Place Orders With: GovConnection, Inc. Phone/Procurement Card: 1-800-800-0019 Fax: 1-603-683-6192 Online/Procurement Card: [www.govconnection.com/tcpn](http://www.govconnection.com/tcpn) Minimum Order: GovConnection may add a handling charge of \$5.00 to any single order with a total value of \$30.00 or less. Website for TCPN MA: <http://www.tcpn.org/Vendors/Pages/GovConnection.aspx>

**Quantity**

0.00000

**UOM**

**Free on Board**

**Unit Price**

\$0.00

**Delivery Days**

**Contract Amount**

\$0.00

**Service Start Date**

12/14/15

**Service End Date**

10/31/16

**Catalog Name**

**Discount**

0.0000 %

**Discount Start Date**

**Discount End Date**

**PARTICIPATING ADDENDUM**  
**National IPA, The Cooperative Purchasing Network (TCPN)**  
**Technology Solutions Contract # R5110**  
**Administered by TCPN (hereinafter "Lead Agency")**

**MASTER VENDOR AGREEMENT**

GovConnection

TCPN RFP 11-12

(hereinafter "Contractor")

And

The State of Maine

(hereinafter "State")

1. Scope: This addendum covers the Technology Solutions agreement R5110 administered by the Lead Agency for use by the state agencies and other entities located in the State who are authorized to utilize State agreements.

2. Participation: Use of specific Lead Agency agreements by state agencies, political subdivisions and other entities authorized by State statutes to use State agreements are subject to the prior approval of the State of Maine Division of Purchases. Issues of interpretation and eligibility for participation are solely within the authority of the State of Maine Division of Purchases.

3. State Modifications or Additions to Master Vendor Agreement:

- a) Governing Law: This Agreement shall be governed in all respects by the laws, statutes, and regulations of the United States of America and of the State of Maine. Any legal proceeding against the State regarding this Agreement shall be brought in State of Maine administrative or judicial forums. The Contractor consents to personal jurisdiction in the State of Maine.
- b) State Indemnification: The Contractor agrees to indemnify, defend and hold harmless the State, its officers, agents and employees from any and all claims, costs, expenses, injuries, liabilities, losses and damages resulting from or arising out of the performance of this Agreement by the Contractor, its employees, agents, or subcontractors. This indemnification does not extend to a claim that results solely and directly from (i) the State's negligence or unlawful act, or (ii) action by the Contractor taken in reasonable reliance upon an instruction or direction given by an authorized person acting on behalf of the State in accordance with this Agreement.
- c) Liability Insurance: The Contractor shall keep in force a liability policy issued by a company fully licensed or designated as an eligible surplus line insurer to do business in the State of Maine by the Maine Department of Professional & Financial Regulation, Bureau of Insurance, which policy includes the activity to be covered by this Agreement with adequate liability coverage to protect itself and the State from suits. Providers insured through a "risk retention group" insurer prior to July 1, 1991 may continue under that arrangement. Prior to or upon execution of this Agreement, the Contractor shall furnish the State with written or photocopied verification of the

existence of such liability insurance policy.

- d) **Non-Appropriation:** Notwithstanding any other provision of this Agreement, if the State does not receive sufficient funds to fund this Agreement and other obligations of the State, if funds are de-appropriated, or if the State does not receive legal authority to expend funds from the Maine State Legislature or Maine courts, then the State is not obligated to make payment under this Agreement.
- e) **Cancellation:** Either party may cancel this agreement in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- f) **Severability:** The invalidity or unenforceability of any particular provision or part thereof of this Agreement shall not affect the remainder of said provision or any other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision or part thereof had been omitted.
- g) **Order of Precedence:** All terms of this Agreement are to be interpreted in such a way as to be consistent at all times with the terms of the TCPN RFP 11-12 and the Master Vendor Agreement R6110 (except for State modifications and additions contained in this Participating Addendum), followed in precedence by this Participating Addendum.

4. **Primary Contacts:** The primary contact individual for this participating addendum is as follows (or their named successors):

Lead Agency

Name	Justin Franzose
Address	111 Sewall St, SHS #9, Augusta, ME 04333-0009
Telephone	207-624-7337
Fax	207-287-6678
E-mail	Justin.Franzose@maine.gov

Lead Agency

Name	Terry Demerchant
Address	111 Sewall St, SHS #9, Augusta, ME 04333-0009
Telephone	207-624-7334
Fax	207-287-6678
E-mail	Terry.L.Demerchant@maine.gov

Contractor

Name	GovConnection
Address	732 Milford Rd. Merrimack, NH 03054
Telephone	800-800-0019
Fax	603-683-2482
E-mail	sledcontracts@govconnection.com

State

Name	
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Address	
Telephone	
Fax	

**7. Ordering Instructions:**

- a) Procurement Card Instructions: Pricing varies from manufacturer to manufacturer, and product pricing is available online at [www.govconnection.com/tcpn](http://www.govconnection.com/tcpn)

**Place Orders With:**

GovConnection, Inc.

Phone/Procurement Card: 1-800-800-0019

Fax: 1-603-683-6192

Online/Procurement Card: [www.govconnection.com/tcpn](http://www.govconnection.com/tcpn)

GovConnection, Inc.

732 Millford Road Merrimack, NH 03064-4633

Federal ID Number: 52-1837891

Credit Cards: American Express, Discover, MasterCard, Visa

Invoicing By: GovConnection, Inc.

Payment Terms: Net 30 days

Minimum Order: GovConnection may add a handling charge of \$5.00 to any single order with a total value of \$30.00 or less.

Return Policy: Return authorization required, call 1-800-800-0019.

Warranty: Varies per manufacturer. Contact the dedicated GovConnection TCPN Sales Team.

- b) Delivery Order Instructions:

Contract terms allow DO's and PO's to be sent directly to this vendor. DO's and PO's must reference the vendor's contract number. For example, "Per TCPN Contract # R5110."

Contact vendor for pricing.

Always identify yourself as a TCPN (The Cooperative Purchasing Network) member when requesting a quote or placing an order.

**8. Price Agreement Number:**

This Participating Addendum and the Master Vendor Agreement number R5110 (administered by the Lead Agency) together with its exhibits, set forth the entire

agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary to or in addition to the terms and conditions of this Participating Addendum and the Lead Agency Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum or the Lead Agency Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Lead Agency Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

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

State: State of Maine, Division of Purchases	Contractor: GovConnection
By: <i>Kevin Scherier for</i>	By: <i>[Signature]</i>
Name: Mark Lutte	Name: Robert Marconi
Title: Director	Title: VP of SLED Sales
Date: <i>5/31/16</i>	Date: 4/28/16
State: State of Maine, Office of Information Technology	
By: <i>Murray A McNeal CPO for</i>	
Name: James Smith	
Title: Chief Information Officer	
Date:	

# Maine Approved Fulfillment Subcontractors HP Inc.

September 1, 2015

## Fulfillment Subcontractor Program

Band 1 - Desktops  
 Band 2 - Laptops  
 Band 3 - Tablets  
 Related Options and Accessories

Under the Fulfillment Subcontractor Program the Purchase Order ("Order") is made out to one of the approved Fulfillment Subcontractors listed below. Order and payment are issued by the Purchasing Entity directly to the Fulfillment Subcontractor.

The Fulfillment Subcontractor receives the Order(s), provides Order tracking and escalation, invoices the Purchasing Entity and provides pre- and post-sales support.

10252028	Axis Business Solutions Ltd		57 Green St	Portsmouth	NH	03801	
10318492	CDW Logistics Inc	10318492	CDW Logistics Inc	200 N Milwaukee Ave	Vernon Hills	IL	60061
10260327	ePlus Technology, Inc.		45 Shawmut Road, Suite 100	Canton	MA	02021	
10020546	GovConnection Inc	10020546	GovConnection	7503 STANDISH PL	ROCKVILLE	MD	20855
10014175	Insight Direct USA Inc	10014175	Insight Direct	6820 S HARL AVE	Tempe	AZ	85283
10025720	PCM Sales, Inc	10025720	PCM Sales	1940 E Mariposa Ave	El Segundo	CA	90245-3457
10319714	SHI International Corp	10319714	SHI International Corp	290 Davidson Ave	Somerset	NJ	08873-4145
10264576	Staples Inc	10252948	Staples Technology Solutions	1096 E Newport Ctr Dr Ste 300	Deerfield Beach	FL	33442-3011
10287776	Systemax Inc	10250177	Global Computer Gov Ed Solutions Inc	6990 US Route 36	Fletcher	OH	45326-9729
10319471	WB Mason		59 Centre Street	Brockton	MA	02303	
10029754	Zones Inc	10029754	Zones Inc	1102 15th St SW Ste 102	Auburn	WA	98001





## Fulfillment Subcontractor Attachment

### 1. Our Relationship

As a Lenovo Fulfillment Subcontractor under the terms of this Fulfillment Subcontractor Attachment ("Attachment"), you shall market to, accept orders and payment from, and fulfill to Authorized Purchasers the Products and Services that Lenovo approves you to market and fulfill on our behalf at prices and terms established by Lenovo and the State of Maine acting by the NASPO ValuePoint Master Purchase Agreement MNWNC-117 ("MPA") and the State of Maine Participating Addendum (the "Addendum") MA 18P 1509160000000000046. As a Lenovo Fulfillment Subcontractor, you shall manage the Product and Services ordering process from order receipt and delivery to payment receipt.

Our relationship is limited to fulfillment of Lenovo sales under the previously awarded Addendum. You acknowledge that you are not authorized to act on behalf of Lenovo in any activities before 11/5/16. You also warrant that you will not undertake any activities on behalf of Lenovo that would constitute lobbying under applicable law. You acknowledge that you are knowledgeable with applicable state laws concerning governmental procurement and lobbying activities, and you will obtain advice and counsel as you determine is warranted to remain in compliance with the terms of this Attachment.

### 2. Marketing Approval

You may market and fulfill Products and Services as our Fulfillment Subcontractor to an Authorized Purchaser as specified in the Schedule A of this Attachment.

### 3. Your Responsibilities to Lenovo

You agree to:

1. at all times, when you are acting as Lenovo Fulfillment Subcontractor under the MPA and Addendum, to comply with all terms of the MPA and the Addendum;
2. actively market, accept and fulfill orders only from Authorized Purchasers, and receive payment for Products and Services in compliance with the terms of the MPA and Addendum;
3. distinguish to the Authorized Purchasers between those activities you perform on your own behalf under your prices and terms (i.e. not delivered under the MPA and Addendum), and those you perform on Lenovo's behalf under the MPA and Addendum as our subcontractor;
4. advise Lenovo of the Product's planned installation dates and any dependencies;
5. follow the procedures Lenovo specifies for the sale and ordering, fulfillment, payment, collection and activation of Products and Services;
6. ensure that the NASPO ValuePoint contract number MNWNC-117 and any state contract number are listed on the quotes and purchase orders
7. report all Product and Services sales to Lenovo monthly within five (5) business days following the end of each calendar month as Lenovo may specify, including but not limited to the Products and Services sold, the date sold, date delivered and the invoice price to Authorized Purchasers. Failure to comply with this reporting requirement can result in removal from the contract.
8. in addition to the NASPO ValuePoint contract reporting, partners must report via EDI or the Solution Partner website any sales where an Lenovo relationship sales team is assigned at [sales.lenovo.com](http://sales.lenovo.com). Failure to comply with this reporting requirement can result in removal from the contract.
9. disclose to the Authorized Purchaser that you retain the difference between the sale price collected from an Authorized Purchaser and the amount you pay Lenovo for Products and Service sold to Authorized Purchasers under the MPA and Addendum.
10. indemnify, defend and hold harmless Lenovo, Lenovo's affiliates, directors, employees, customers, distributors, and service providers from any and all claims and liabilities arising out of this Attachment including, but not limited to, any actual or alleged:
  1. breach of any of your representations, warranties or any other term of this Attachment, the MPA or Addendum;
  2. asserted or actual infringement of any intellectual property rights;
  3. personal injury, death or property damage caused by you;
  4. unlawful, unfair, or deceptive trade practices attributable to you or your contractors; and
  5. other acts or omissions by you or your contractors not otherwise covered by the foregoing.

You shall pay all damages and costs including, but not limited to, attorney fees, damage awards, settlement payments, fines, and the cost of internal resources of Lenovo and Lenovo's Affiliates to





## Fulfillment Subcontractor Attachment

handle such matters. The provisions of this Section 3(8) shall survive the expiration or termination of this Attachment.

10. maintain at your expense:

1. commercial general or public liability insurance with a minimum limit per occurrence of \$1,000,000 USD which covers premises, products/completed operations, contractual liability and personal & advertising injury;
2. workers' compensation per applicable laws and employer's liability insurance with a minimum limit per occurrence of \$500,000 USD;
3. business automobile liability insurance with a minimum limit of \$1,000,000 USD per accident for bodily injury and property damage, including all owned, hired and non-owned vehicles, if a vehicle will be used in the performance of this Attachment; and
4. professional liability (errors & omissions) insurance with a minimum limit of \$1,000,000 USD.

Insurance required under clauses (1) and (3) will be primary or non-contributory regarding insured damages or expenses, and shall name Lenovo and its directors, officers, and employees as additional insured's, with respect to claims arising under this Attachment. **Each of the above four (4) policies shall waive any subrogation rights against Lenovo and be purchased from insurers with an AM Best Rating of A- or better and a financial class rating of 11 or better.** You shall deliver certificates of insurance to Lenovo prior to performing work under this Attachment. Said certificates shall indicate that policies providing coverage and limits of insurance are in full force and effect. Each certificate shall provide that no less than thirty (30) days notice will be given in writing to Lenovo prior to cancellation, termination, or material alteration of any one of the policies. At least ten (10) days before the expiration of an insurance policy required hereunder, you will deliver to Lenovo a certificate of insurance attesting to the renewal of such insurance. The failure of Lenovo to demand such certificate of insurance or failure of you to identify a deficiency will not be construed as a waiver of your obligation to maintain the insurance required under this Attachment. It shall be the responsibility of you to ensure that any of its agents, representatives, subcontractors and independent contractors comply with the relevant insurance requirements.

#### 4. Your Responsibilities To Authorized Purchasers

As our Fulfillment Subcontractor, when you make a sale of Products or Services under the MPA and Addendum, you agree to be responsible for Authorized Purchaser satisfaction with our Products and Service.

#### 5. Compensation

You earn no fee from Lenovo under this Attachment. Rather, your compensation for your efforts as our Fulfillment Subcontractor under the MPA and Addendum and this Attachment is the amount over the price you pay to Lenovo for the Product or Service and the amounts you collect from the Authorized Purchaser.

You acknowledge that the MPA prices are established under the MPA and Addendum, and you may not charge an Authorized Purchaser any price above that established in the MPA and Addendum for each specific Product or Service. Therefore your compensation would be the difference between what you pay Lenovo and what you charge the Authorized Purchaser.

#### 6. Returns: You agree to accept returns if the Products/Services you marketed and sold are returned from the Authorized Purchaser with an RMA (Return Merchandise Authorization); and to issue a refund to the Authorized Purchaser for the amount you charged such Authorized Purchaser.

Lenovo periodically reconciles the Products and Services ordered and/or returned by an Authorized Purchaser. You shall pay any amounts due Lenovo. Each party agrees to promptly pay the other any amounts due.

In addition to any other rights under law or this Attachment, Lenovo may recover amounts paid to you for an amount equal to the loss or damage that Lenovo suffers as a result of your breach of the terms of this Attachment.



## Fulfillment Subcontractor Attachment

### 7. Terminating this Attachment

Either party may terminate this Attachment, with or without cause, upon thirty (30) days' prior written notice. If, under applicable law, a longer notice period is mandatory, then the notice period is the minimum notice period allowable.

If Lenovo terminates for cause, Lenovo may, at our discretion, allow you a reasonable opportunity to cure. If you fail to do so, the date of termination is that specified in the notice.

However, if either party breaches a material term of the Attachment, the other party may terminate the Attachment on written notice. Examples of such breach by you include, but are not limited to: your failure to maintain Authorized Purchaser satisfaction; your repudiation of this Attachment; or your making any material misrepresentations to Lenovo or an Authorized Purchaser. You agree that our only obligation is to provide the notice called for in this section and Lenovo is not liable for any claims or losses if Lenovo so terminates.

When this Attachment is terminated, each party agrees to immediately settle any accounts with the other. Lenovo may offset any amounts due you against amounts due Lenovo as allowable under applicable law.

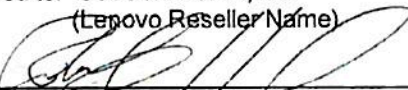
You agree that if Lenovo permits you to perform certain activities after this Attachment ends, you will do so under the terms of the MPA, Addendum, and this Attachment.

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Each party agrees that the complete agreement between us regarding your marketing of Products and Services under this Attachment consists of this Attachment, the NSSPO ValuePoint Master Purchase Agreement MNWNC-117, the State of Maine Participating Addendum MA 18P 1509160000000000046, and your Lenovo Agreement for Resellers and related Attachments or your Lenovo Partner Network Agreement and related Attachments.

By signing this Attachment you accept its terms.

Agreed to: GovConnection, Inc.  
(Lenovo Reseller Name)

By   
(Authorized signature)

Name: Bob Howard

Date: 11/11/15

Reseller number: 94899

Reseller address: 732 Milford Road,  
Merrimack, NH 03054

Agreed to: Lenovo (United States) Inc.

By   
(Authorized signature)

Name: John Smith

Date: 11/11/15

Lenovo address: 1009 Think Place, B1, 3L10  
Morrisville, NC 27560

After signing, please return a copy to the Lenovo address shown above.





## Fulfillment Subcontractor Attachment

### Schedule A

Lenovo approves your participation for qualifying sales to the following Authorized Purchasers:

ONLY those eligible entities described or listed in the Addendum.

You will assign a single-point-of-contact that will work with the Lenovo NASPO ValuePoint Contracts Manager and/or Assigned Channel Representative on all contract related matters.

You will not call, write, or communicate with the Minnesota NASPO ValuePoint administrative contract owner and/or the Addendum owners. All communications and questions must be directed to Lenovo regarding pricing, products, policies, procedures, web sites, etc.

You acknowledge that the MPA prices are established under the MPA and Addendum, and you may not charge Authorized Purchasers any price above that which has been established in the MPA and Addendum for each specific Product or Service.

You will only sell to Authorized Purchasers the products and services that are included in the MPA or the Addendum as some Addendums exclude specific products and / or cap per unit purchase values or total Purchase Order Values.

You will create and maintain a Lenovo and State approved web site per the requirements in the MPA and Addendum. This web site will be linked off of Lenovo's NASPO ValuePoint State web site in which you are listed as an authorized Reseller for the MPA and/or Addendum. Products, software, etc. that are not authorized products on the MPA and/or Addendum will not be included on the web site.

You agree to provide a monthly self-audit report with appropriate actions identified for improvement based on the previous month's sales. A minimum of 10% of the monthly transactions must be audited to show whether compliance was met on the following:

- 1) product sold was an eligible product according to the MPA and/or Addendum
- 2) discount off list provided to Authorized Purchasers was equal to or better than the Authorized Purchasers contractual discount
- 3) discount off list provided to Authorized Purchasers on your Lenovo NASPO ValuePoint web site was equal to or better than the Authorized Purchasers contractual discount .

You agree to survey all Authorized Purchasers on a monthly basis, utilizing the required Survey Questions supplied by Lenovo/NASPO ValuePoint and to obtain at a minimum a 5% response rate. Required survey questions will be supplied to you separately. You also agree to provide a monthly detailed and summarized report of the Survey results and list any action plans and target dates to improve unsatisfactory results.

You will request and receive Lenovo's approval prior to selling or adding/removing any newly announced products to your Reseller web site as Lenovo must obtain pricing and permission to add or remove products from the MPA and not the Reseller. .

You agree to provide the Lenovo NASPO Valuepoint contracts manager monthly sales transaction reports as described in the MPA and/or the Addendum no later than a target date of the 5<sup>th</sup> business day of each month following the previous months sales transactions. This target date may vary each month by a day or two dependent upon when the 5<sup>th</sup> calendar day of each month falls. Specific report format and fields will be supplied separately and communicated to the you. Any updates or changes in the reporting requirements via the MPA and/or the Addendum



## Fulfillment Subcontractor Attachment

will be communicated to you in a timely manner. You will be expected to provide any additional reporting requirements requested via updates to the MPA and/or the Addendum that Lenovo has agreed to.

Lenovo will pay the administrative fees described in the MPA and/or the Addendum as applicable, on your behalf. You will reimburse Lenovo for any MPA and/or Addendum fees paid on your behalf. This reimbursement will be in the form of a quarterly invoice from (TradeOne Marketing/Brand Muscle). The invoice will be issued in the month following a calendar quarter end, i.e. April for January, February and March sales transactions, July for April, May, and June sales transactions, etc. Invoices are due upon receipt. For any invoice remaining unpaid after 30 days, a quarterly charge-back against your Lenovo earnings via other Channel Incentive Programs shall be automatically applied with no additional notice to you.

Authorized Purchasers do not pay shipping charges, i.e. standard shipping is no charge to the Authorized Purchaser. You must ensure that Authorized Purchasers receive free shipping.

You will not perform any marketing activities on behalf of Lenovo and/or yourself regarding the NASPO ValuePoint contract without the express written permission of Lenovo. This includes the following but is not an all-inclusive list: 1) announcements in newspapers, flyers, etc. that you are authorized on the contract, 2) marketing materials such as brochures, flyers, promotions, promotional materials, etc.. Lenovo will be the single-point-of contact to NASPO ValuePoint regarding any marketing activities and all associated marketing materials must be submitted to Lenovo for approval.

You will be expected to prepare for, and participate in, a Lenovo quarterly performance review, dates and times to be determined. The format will include areas such as sales results by segment for the Addendum such as K12, Higher Ed, State and Local government, product sales by brand, self-audit results, pricing audits, customer sat surveys and results and marketing plans and promotions and results.

You will be expected to participate in the annual NASPO ValuePoint performance review if requested, and at your own expense. Agenda items and discussion points may include a demonstration of your web site, issues discussion, etc.

### Lenovo NASPO ValuePoint Products and Services Schedule (PSS)

Authorized Purchasers must receive, at a minimum, the following discounts off list when purchasing from you.

Any modifications to this schedule will be communicated to you as updates are made.

### NASPO ValuePoint AUTHORIZED PURCHASER DISCOUNTS OFF LIST

BAND	Lenovo Product Family	NASPO ValuePoint Discount (List minus or discount off list price)
BAND 1: Desktops	Corporate Models of ThinkCentre Desktops M Series (excludes TopSeller Models)	34%
	Corporate Models of ThinkStation Workstations C, D, P, S Series (excludes TopSeller Models)	35%
	TopSeller Models of ThinkCentre and ThinkStation Products	3%
BAND 2: Laptop	Corporate Models of ThinkPad Notebooks	34%





## Fulfillment Subcontractor Attachment

	I1e, Helix, L, T, ThinkPad Yoga, W, X Series (excludes TopSeller Models)	
	TopSeller Models of ThinkPad Notebook Products	3%
BAND 3: Tablet	Corporate Models of ThinkPad Tablet ThinkPad 10 Series (excludes TopSeller Models)	34%
	TopSeller Models of ThinkPad Tablet Products	3%
BAND 4: Server	Corporate Models of ThinkServer Servers RD, TS, RS, TD Series (excludes TopSeller Models)	35%
BAND 5: Storage	Corporate Models of Lenovo Storage N Series (excludes TopSeller Models)	35%
OPTIONS:	Lenovo Branded Options/Peripherals	20%
WARRANTY:	Lenovo Branded Warranty/Upgrade Services: Warranty Upgrades, Accidental Damage Protection, Online Data Backup, etc.	20%
MONITORS:	Lenovo Branded LCD Monitors	12%

### TopSeller Models, Options and Services:

Lenovo has established a pre-approved bid (PAB) by state for Authorized Resellers. Authorized Resellers will only be listed on the PAB for states they are authorized for.

As an Authorized Reseller, you will continue to purchase Lenovo TopSeller Models, Options and Services via DRCs or Distribution as you have in the past.

### Special Bids – Corporate Models (no TopSellers, no Options or Services)

Lenovo has established a relationship Special Bid by state for Corporate models of ThinkCentre Desktops and ThinkPad Notebooks. This discount structure will be 3 percentage points greater than the Authorized Purchasers' NASPO ValuePoint Contract price.

Relationship Discount for Corporate Model ThinkCentre Desktops:

37% (34% NSPO ValuePoint contract discount of 34% off list plus 3 points parity)

Relationship Discount for Corporate Model ThinkPad Notebooks:

37% (34% NASPO ValuePoint contract discount of 34% off list plus 3 points parity)

Special Bids for corporate models that are deeper than the NASPO ValuePoint contract discount off list of 34% must be discussed with and special bid by the Lenovo sales representative responsible for the account.



## Fulfillment Subcontractor Attachment

### 1. Our Relationship

As a Lenovo Fulfillment Subcontractor under the terms of this Fulfillment Subcontractor Attachment ("Attachment"), you shall market to, accept orders and payment from, and fulfill to Authorized Purchasers the Products and Services that Lenovo approves you to market and fulfill on our behalf at prices and terms established by Lenovo and the State of Maine acting by the NASPO ValuePoint Master Purchase Agreement MNWNC-117 ("MPA") and the State of Maine Participating Addendum (the "Addendum") MA 18P 1509160000000000046. As a Lenovo Fulfillment Subcontractor, you shall manage the Product and Services ordering process from order receipt and delivery to payment receipt.

Our relationship is limited to fulfillment of Lenovo sales under the previously awarded Addendum. You acknowledge that you are not authorized to act on behalf of Lenovo in any activities before 11/5/16. You also warrant that you will not undertake any activities on behalf of Lenovo that would constitute lobbying under applicable law. You acknowledge that you are knowledgeable with applicable state laws concerning governmental procurement and lobbying activities, and you will obtain advice and counsel as you determine is warranted to remain in compliance with the terms of this Attachment.

### 2. Marketing Approval

You may market and fulfill Products and Services as our Fulfillment Subcontractor to an Authorized Purchaser as specified in the Schedule A of this Attachment.

### 3. Your Responsibilities to Lenovo

You agree to:

1. at all times, when you are acting as Lenovo Fulfillment Subcontractor under the MPA and Addendum, to comply with all terms of the MPA and the Addendum;
2. actively market, accept and fulfill orders only from Authorized Purchasers, and receive payment for Products and Services in compliance with the terms of the MPA and Addendum;
3. distinguish to the Authorized Purchasers between those activities you perform on your own behalf under your prices and terms (i.e. not delivered under the MPA and Addendum), and those you perform on Lenovo's behalf under the MPA and Addendum as our subcontractor;
4. advise Lenovo of the Product's planned installation dates and any dependencies;
5. follow the procedures Lenovo specifies for the sale and ordering, fulfillment, payment, collection and activation of Products and Services;
6. ensure that the NASPO ValuePoint contract number MNWNC-117 and any state contract number are listed on the quotes and purchase orders
7. report all Product and Services sales to Lenovo monthly within five (5) business days following the end of each calendar month as Lenovo may specify, including but not limited to the Products and Services sold, the date sold, date delivered and the invoice price to Authorized Purchasers. Failure to comply with this reporting requirement can result in removal from the contract.
8. in addition to the NASPO ValuePoint contract reporting, partners must report via EDI or the Solution Partner website any sales where an Lenovo relationship sales team is assigned at [sales.lenovo.com](http://sales.lenovo.com). Failure to comply with this reporting requirement can result in removal from the contract.
9. disclose to the Authorized Purchaser that you retain the difference between the sale price collected from an Authorized Purchaser and the amount you pay Lenovo for Products and Service sold to Authorized Purchasers under the MPA and Addendum.
10. indemnify, defend and hold harmless Lenovo, Lenovo's affiliates, directors, employees, customers, distributors, and service providers from any and all claims and liabilities arising out of this Attachment including, but not limited to, any actual or alleged:
  1. breach of any of your representations, warranties or any other term of this Attachment, the MPA or Addendum;
  2. asserted or actual infringement of any intellectual property rights;
  3. personal injury, death or property damage caused by you;
  4. unlawful, unfair, or deceptive trade practices attributable to you or your contractors; and
  5. other acts or omissions by you or your contractors not otherwise covered by the foregoing.

You shall pay all damages and costs including, but not limited to, attorney fees, damage awards, settlement payments, fines, and the cost of internal resources of Lenovo and Lenovo's Affiliates to





## Fulfillment Subcontractor Attachment

handle such matters. The provisions of this Section 3(8) shall survive the expiration or termination of this Attachment.

### 10. maintain at your expense:

1. commercial general or public liability insurance with a minimum limit per occurrence of \$1,000,000 USD which covers premises, products/completed operations, contractual liability and personal & advertising injury;
2. workers' compensation per applicable laws and employer's liability insurance with a minimum limit per occurrence of \$500,000 USD;
3. business automobile liability insurance with a minimum limit of \$1,000,000 USD per accident for bodily injury and property damage, including all owned, hired and non-owned vehicles, if a vehicle will be used in the performance of this Attachment; and
4. professional liability (errors & omissions) insurance with a minimum limit of \$1,000,000 USD.

Insurance required under clauses (1) and (3) will be primary or non-contributory regarding insured damages or expenses, and shall name Lenovo and its directors, officers, and employees as additional insured's, with respect to claims arising under this Attachment. **Each of the above four (4) policies shall waive any subrogation rights against Lenovo and be purchased from insurers with an AM Best Rating of A- or better and a financial class rating of 11 or better.** You shall deliver certificates of insurance to Lenovo prior to performing work under this Attachment. Said certificates shall indicate that policies providing coverage and limits of insurance are in full force and effect. Each certificate shall provide that no less than thirty (30) days notice will be given in writing to Lenovo prior to cancellation, termination, or material alteration of any one of the policies. At least ten (10) days before the expiration of an insurance policy required hereunder, you will deliver to Lenovo a certificate of insurance attesting to the renewal of such insurance. The failure of Lenovo to demand such certificate of insurance or failure of you to identify a deficiency will not be construed as a waiver of your obligation to maintain the insurance required under this Attachment. It shall be the responsibility of you to ensure that any of its agents, representatives, subcontractors and independent contractors comply with the relevant insurance requirements.

### 4. Your Responsibilities To Authorized Purchasers

As our Fulfillment Subcontractor, when you make a sale of Products or Services under the MPA and Addendum, you agree to be responsible for Authorized Purchaser satisfaction with our Products and Service.

### 5. Compensation

You earn no fee from Lenovo under this Attachment. Rather, your compensation for your efforts as our Fulfillment Subcontractor under the MPA and Addendum and this Attachment is the amount over the price you pay to Lenovo for the Product or Service and the amounts you collect from the Authorized Purchaser.

You acknowledge that the MPA prices are established under the MPA and Addendum, and you may not charge an Authorized Purchaser any price above that established in the MPA and Addendum for each specific Product or Service. Therefore your compensation would be the difference between what you pay Lenovo and what you charge the Authorized Purchaser.

### 6. Returns: You agree to accept returns if the Products/Services you marketed and sold are returned from the Authorized Purchaser with an RMA (Return Merchandise Authorization); and to issue a refund to the Authorized Purchaser for the amount you charged such Authorized Purchaser.

Lenovo periodically reconciles the Products and Services ordered and/or returned by an Authorized Purchaser. You shall pay any amounts due Lenovo. Each party agrees to promptly pay the other any amounts due.

In addition to any other rights under law or this Attachment, Lenovo may recover amounts paid to you for an amount equal to the loss or damage that Lenovo suffers as a result of your breach of the terms of this Attachment.





## Fulfillment Subcontractor Attachment

### 7. Terminating this Attachment

Either party may terminate this Attachment, with or without cause, upon thirty (30) days' prior written notice. If, under applicable law, a longer notice period is mandatory, then the notice period is the minimum notice period allowable.

If Lenovo terminates for cause, Lenovo may, at our discretion, allow you a reasonable opportunity to cure. If you fail to do so, the date of termination is that specified in the notice.

However, if either party breaches a material term of the Attachment, the other party may terminate the Attachment on written notice. Examples of such breach by you include, but are not limited to: your failure to maintain Authorized Purchaser satisfaction; your repudiation of this Attachment; or your making any material misrepresentations to Lenovo or an Authorized Purchaser. You agree that our only obligation is to provide the notice called for in this section and Lenovo is not liable for any claims or losses if Lenovo so terminates.

When this Attachment is terminated, each party agrees to immediately settle any accounts with the other. Lenovo may offset any amounts due you against amounts due Lenovo as allowable under applicable law.

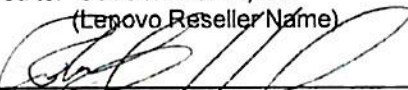
You agree that if Lenovo permits you to perform certain activities after this Attachment ends, you will do so under the terms of the MPA, Addendum, and this Attachment.

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Each party agrees that the complete agreement between us regarding your marketing of Products and Services under this Attachment consists of this Attachment, the NSSPO ValuePoint Master Purchase Agreement MNWNC-117, the State of Maine Participating Addendum MA 18P 1509160000000000046, and your Lenovo Agreement for Resellers and related Attachments or your Lenovo Partner Network Agreement and related Attachments.

By signing this Attachment you accept its terms.

Agreed to: GovConnection, Inc.  
(Lenovo Reseller Name)

By   
(Authorized signature)

Name: Bob Howard

Date: 11/11/15

Reseller number: 94899  
Reseller address: 732 Milford Road,  
Merrimack, NH 03054

Agreed to: Lenovo (United States) Inc.

By   
(Authorized signature)

Name: John Smith

Date: 11/11/15

Lenovo address: 1009 Think Place, B1, 3L10  
Morrisville, NC 27560

After signing, please return a copy to the Lenovo address shown above.



## Fulfillment Subcontractor Attachment

### Schedule A

Lenovo approves your participation for qualifying sales to the following Authorized Purchasers:

ONLY those eligible entities described or listed in the Addendum.

You will assign a single-point-of-contact that will work with the Lenovo NASPO ValuePoint Contracts Manager and/or Assigned Channel Representative on all contract related matters.

You will not call, write, or communicate with the Minnesota NASPO ValuePoint administrative contract owner and/or the Addendum owners. All communications and questions must be directed to Lenovo regarding pricing, products, policies, procedures, web sites, etc.

You acknowledge that the MPA prices are established under the MPA and Addendum, and you may not charge Authorized Purchasers any price above that which has been established in the MPA and Addendum for each specific Product or Service.

You will only sell to Authorized Purchasers the products and services that are included in the MPA or the Addendum as some Addendums exclude specific products and / or cap per unit purchase values or total Purchase Order Values.

You will create and maintain a Lenovo and State approved web site per the requirements in the MPA and Addendum. This web site will be linked off of Lenovo's NASPO ValuePoint State web site in which you are listed as an authorized Reseller for the MPA and/or Addendum. Products, software, etc. that are not authorized products on the MPA and/or Addendum will not be included on the web site.

You agree to provide a monthly self-audit report with appropriate actions identified for improvement based on the previous month's sales. A minimum of 10% of the monthly transactions must be audited to show whether compliance was met on the following:

- 1) product sold was an eligible product according to the MPA and/or Addendum
- 2) discount off list provided to Authorized Purchasers was equal to or better than the Authorized Purchasers contractual discount
- 3) discount off list provided to Authorized Purchasers on your Lenovo NASPO ValuePoint web site was equal to or better than the Authorized Purchasers contractual discount .

You agree to survey all Authorized Purchasers on a monthly basis, utilizing the required Survey Questions supplied by Lenovo/NASPO ValuePoint and to obtain at a minimum a 5% response rate. Required survey questions will be supplied to you separately. You also agree to provide a monthly detailed and summarized report of the Survey results and list any action plans and target dates to improve unsatisfactory results.

You will request and receive Lenovo's approval prior to selling or adding/removing any newly announced products to your Reseller web site as Lenovo must obtain pricing and permission to add or remove products from the MPA and not the Reseller. .

You agree to provide the Lenovo NASPO Valuepoint contracts manager monthly sales transaction reports as described in the MPA and/or the Addendum no later than a target date of the 5<sup>th</sup> business day of each month following the previous months sales transactions. This target date may vary each month by a day or two dependent upon when the 5<sup>th</sup> calendar day of each month falls. Specific report format and fields will be supplied separately and communicated to the you. Any updates or changes in the reporting requirements via the MPA and/or the Addendum





## Fulfillment Subcontractor Attachment

will be communicated to you in a timely manner. You will be expected to provide any additional reporting requirements requested via updates to the MPA and/or the Addendum that Lenovo has agreed to.

Lenovo will pay the administrative fees described in the MPA and/or the Addendum as applicable, on your behalf. You will reimburse Lenovo for any MPA and/or Addendum fees paid on your behalf. This reimbursement will be in the form of a quarterly invoice from (TradeOne Marketing/Brand Muscle). The invoice will be issued in the month following a calendar quarter end, i.e. April for January, February and March sales transactions, July for April, May, and June sales transactions, etc. Invoices are due upon receipt. For any invoice remaining unpaid after 30 days, a quarterly charge-back against your Lenovo earnings via other Channel Incentive Programs shall be automatically applied with no additional notice to you.

Authorized Purchasers do not pay shipping charges, i.e. standard shipping is no charge to the Authorized Purchaser. You must ensure that Authorized Purchasers receive free shipping.

You will not perform any marketing activities on behalf of Lenovo and/or yourself regarding the NASPO ValuePoint contract without the express written permission of Lenovo. This includes the following but is not an all-inclusive list: 1) announcements in newspapers, flyers, etc. that you are authorized on the contract, 2) marketing materials such as brochures, flyers, promotions, promotional materials, etc.. Lenovo will be the single-point-of contact to NASPO ValuePoint regarding any marketing activities and all associated marketing materials must be submitted to Lenovo for approval.

You will be expected to prepare for, and participate in, a Lenovo quarterly performance review, dates and times to be determined. The format will include areas such as sales results by segment for the Addendum such as K12, Higher Ed, State and Local government, product sales by brand, self-audit results, pricing audits, customer sat surveys and results and marketing plans and promotions and results.

You will be expected to participate in the annual NASPO ValuePoint performance review if requested, and at your own expense. Agenda items and discussion points may include a demonstration of your web site, issues discussion, etc.

### Lenovo NASPO ValuePoint Products and Services Schedule (PSS)

Authorized Purchasers must receive, at a minimum, the following discounts off list when purchasing from you.

Any modifications to this schedule will be communicated to you as updates are made.

### NASPO ValuePoint AUTHORIZED PURCHASER DISCOUNTS OFF LIST

BAND	Lenovo Product Family	NASPO ValuePoint Discount (List minus or discount off list price)
BAND 1: Desktops	Corporate Models of ThinkCentre Desktops M Series (excludes TopSeller Models)	34%
	Corporate Models of ThinkStation Workstations C, D, P, S Series (excludes TopSeller Models)	35%
	TopSeller Models of ThinkCentre and ThinkStation Products	3%
BAND 2: Laptop	Corporate Models of ThinkPad Notebooks	34%



## Fulfillment Subcontractor Attachment

	I1e, Helix, L, T, ThinkPad Yoga, W, X Series (excludes TopSeller Models)	
	TopSeller Models of ThinkPad Notebook Products	3%
BAND 3: Tablet	Corporate Models of ThinkPad Tablet ThinkPad 10 Series (excludes TopSeller Models)	34%
	TopSeller Models of ThinkPad Tablet Products	3%
BAND 4: Server	Corporate Models of ThinkServer Servers RD, TS, RS, TD Series (excludes TopSeller Models)	35%
BAND 5: Storage	Corporate Models of Lenovo Storage N Series (excludes TopSeller Models)	35%
OPTIONS:	Lenovo Branded Options/Peripherals	20%
WARRANTY:	Lenovo Branded Warranty/Upgrade Services: Warranty Upgrades, Accidental Damage Protection, Online Data Backup, etc.	20%
MONITORS:	Lenovo Branded LCD Monitors	12%

### TopSeller Models, Options and Services:

Lenovo has established a pre-approved bid (PAB) by state for Authorized Resellers. Authorized Resellers will only be listed on the PAB for states they are authorized for.

As an Authorized Reseller, you will continue to purchase Lenovo TopSeller Models, Options and Services via DRCs or Distribution as you have in the past.

### Special Bids – Corporate Models (no TopSellers, no Options or Services)

Lenovo has established a relationship Special Bid by state for Corporate models of ThinkCentre Desktops and ThinkPad Notebooks. This discount structure will be 3 percentage points greater than the Authorized Purchasers' NASPO ValuePoint Contract price.

Relationship Discount for Corporate Model ThinkCentre Desktops:

37% (34% NSPO ValuePoint contract discount of 34% off list plus 3 points parity)

Relationship Discount for Corporate Model ThinkPad Notebooks:

37% (34% NASPO ValuePoint contract discount of 34% off list plus 3 points parity)

Special Bids for corporate models that are deeper than the NASPO ValuePoint contract discount off list of 34% must be discussed with and special bid by the Lenovo sales representative responsible for the account.