Department of Administrative Services
Division of Procurement and Support Services
Bureau of Purchase & Property

REQUEST FOR CONTRACT EXTENSION

DATE: March 24, 2020

CONTRACT:

PCs Laptops and Tablets
Hewlett Packard (HP)
8001837 NASPO MNNVP-133 VC #177852 B001

Computer Servers and Storage
Hewlett Packard Enterprise (HPE)
8001838 NASPO MNNVP-134 VC#266953 B001

CONTRACT PERIOD: October 1, 2015 through March 31, 2017
EXTENSION: April 1, 2017 through March 31, 2020
EXTENSION: April 1, 2020 through July 31, 2021

Questions: Jennifer Jack, Purchasing Agent
Phone: 603-271- 3146
E-Mail: Jennifer.Jack@DAS.NH.Gov

EXPLANATION

I am requesting the approval to exercise a one (1) year extension provision allowed for statewide contract 8001837 NASPO MNNVP-133 and 8001838 NASPO MNNVP-134. The current contracts were implemented on October 1, 2015 for two (2) years with additional extensions available through NASPO.

I have verified through System for Award Management that there are no records of debarment or exclusions listed. I have also surveyed DoIT, DOT and DOS and they have indicated that the vendor is performing well. The estimated FY-19 spend on contract 8001838 (computer servers and storage) is $119,536.00 annually. Contract 8001837, (PCs laptops and tablets) is not currently being utilized by the State of New Hampshire. At this time the contract is solely used by municipalities and schools. However, the Department of Information Technology has confirmed they would like to keep this contract is place.

The vendor has agreed to extend under the same terms, conditions and pricing structure. I recommend the extension of the contracted based on the information provided above and believe that to do so would be in the best interest of the State.

SUBMITTED FOR ACCEPTANCE BY:

JENNIFER JACK PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 3/25/2020

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RECOMMENDED FOR ACCEPTANCE BY:

LORETTA RAZIN PURCHASING MANAGER
BUREAU OF PURCHASE AND PROPERTY

DATE 3/25/2020

****

APPROVED FOR ACCEPTANCE BY:

GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 3/25/2020

****

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.

CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 3/25/2020

AMENDMENT NUMBER 01 ("Amendment")
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
PARTICIPATING ADDENDUM ("Addendum")

Computer Equipment
Administered by the State of Minnesota ("Lead State")

NASPO ValuePoint

MASTER AGREEMENT
Master Agreement No. MNNVP-133
HP Inc. ("Contractor")

And

The State of New Hampshire ("Participating State")
Participating State Contract Number: 8001837

THIS AMENDMENT NUMBER 02 is by and between the State of New Hampshire ("Participating State") and HP Inc. ("Contractor).

WHEREAS, the State of Minnesota ("Lead State") has a Contract with the Contractor identified as Master Agreement No. MNNVP-133 effective April 1, 2015 through July 31, 2021, to provide Computer Equipment; and

WHEREAS, the terms of the Contract specifically state that the contract may be amended per agreement by both parties.

NOW, THEREFORE, it is agreed by the parties to amend the Participating Addendum as follows:

1. **Changes:**

   Section 4. Term, revised to read as follows:

   The term of this Participating Addendum and State Contract Number 8001837 shall be effective upon the date of final execution below (the "Effective Date") by the State of New Hampshire through July 31, 2021, unless otherwise terminated in accordance with the termination provisions of this Participating Addendum or the Master Agreement. This Participating Addendum and State Contract Number 8001837 may be extended in accordance with the terms and conditions of the Master Agreement.

All other provisions, terms and conditions of the Participating Addendum shall remain in full force and effect. The original Participating Addendum and all Amendments constitute the entire Participating Addendum between the State and the Contractor. Any other oral or written communications between the parties before or after its execution shall not alter its effects, unless the change or modification is in writing and signed by authorized representatives of the State and the Contractor. In the event of a conflict between the terms and conditions of the Participating Addendum and this Amendment, the terms and conditions of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment Number 01 as of the date of execution by both parties below.

Participating State: State of New Hampshire	Contractor: HP Inc.
By:	By:
Name: Charles M. Arlinghaus	Name:
Title: Commissioner	Title:
Date: 3-25-2020	Date:

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

MASTER AGREEMENT
Master Agreement No: MNNVP-134
Hewlett Packard Enterprise Company
(hereinafter "Contractor")
And
State of New Hampshire
(hereinafter "Participating State/Entity")

State of New Hampshire Contract Number 8001838

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, and which receives prior written approval of the state's chief procurement official.

The original solicitation contains the requirements and definitions establishing the Product Bands allowed on the Master Agreement. The Master Agreement identifies the bands awarded to the Contract Vendor, eligible for purchase under this Addendum to include: Band 4– Server; and, Band 5 – Storage. The configuration limits and restrictions for the Master Agreement are provided with revisions identified by the Participating State in this Participating Addendum, if applicable.

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

Section 4. Term, revised to read as follows:

The term of this Participating Addendum and State Contract Number 8001838 shall be effective upon the date of final execution below (the "Effective Date") by the State of New Hampshire through July 31, 2021, unless otherwise terminated in accordance with the termination provisions of this Participating Addendum or the Master Agreement. This Participating Addendum and State Contract Number 8001837 may be extended in accordance with the terms and conditions of the Master Agreement.

All other provisions, terms and conditions of the Participating Addendum shall remain in full force and effect. The original Participating Addendum and all Amendments constitute the entire Participating Addendum between the State and the Contractor. Any other oral or written communications between the parties before or after its execution shall not alter its effects, unless the change or modification is in writing and signed by authorized representatives of the State and the Contractor. In the event of a conflict between the terms and conditions of the Participating Addendum and this Amendment, the terms and conditions of this Amendment shall prevail.

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

Contractor

Name	Stacey Pierce
Address	6280 America Center Drive, San Jose, CA 95002
Telephone	512-319-1012
Fax	501-339-2377
E-mail	Stacey.pierce@hpe.com

Participating Entity

Name	Jennifer Jack- Administrative Services
Address	25 Capitol Street Concord, NH 03301
Telephone	603-271-3146
Fax	603-271-7564
E-mail	Jennifer.Jack@das.nh.gov

6. Partner Utilization: Each Participating State/Entity represented by NASPO ValuePoint participating in this Master Agreement independently have the option of utilizing partners. Only partners approved by this Participating State/Entity may be deployed. The Participating State/Entity may define the process to add and remove

partners and may define the partner's role in this Participating Addendum. The Contractors partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement and this Participating Addendum. Approved partners are shown on the Contractor's dedicated website for the Participating Entity and its respective eligible Purchase Entities

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 Enterprise ("HPE"). HPE 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 HPE Participating State/Entity landing page at www.hpe.com/buy/NASPOVP-PC4.

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

7. 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.

8. 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.

9. Assignment: Neither Party may, nor will it have the power to, assign or novate this Participating Addendum without the consent of the other.

10. Participating Addendum: This Addendum is effective as of 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:	Contractor:
By:	By:
Name: Charles M. Arlinghaus	Name:
Title: Commissioner	Title:
Date: 3-25-2020	Date:

For questions regarding execution of NASPO ValuePoint participating addenda, please contact the NASPO ValuePoint Contract Coordination Team at ccc@naspovaluepoint.org.

Please note that fully executed participating addenda must be submitted via e-mail in PDF format to pa@naspovaluepoint.org.

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: 8/28/15

CONTRACT #: 8001837 and 8001838

CONTRACT FOR: HP Computer Hardware

NIGP CODE: 204-0000

CONTRACTOR: Hewlett Packard Company **VENDOR CODE #:** 177852
CONTRACTOR: Hewlett Packard Enterprise **VENDOR CODE #:** 266953

SUBMITTED FOR ACCEPTANCE BY:

Paul A. Rhodes

PAUL A. RHODES, FINANCIAL & PURCHASING ANALYST DATE 8/28/15
BUREAU OF PURCHASE AND PROPERTY

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RECOMMENDED FOR ACCEPTANCE BY:

ROBERT STOWELL, ADMINISTRATOR DATE 8/28/15
BUREAU OF PURCHASE AND PROPERTY

****

ENDORSED FOR ACCEPTANCE BY:

Lisa M Pollard

LISA M. POLLARD, DIRECTOR DATE 8-31-15
DIVISION OF PROCUREMENT & SUPPORT SERVICES

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ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.

Vicki Quiram

VICKI QUIRAM, COMMISSIONER DATE 9/1/15
DEPARTMENT OF ADMINISTRATIVE SERVICES

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

MASTER AGREEMENT
Master Agreement No: MNNVP-134 and MNWNC-115
Hewlett Packard Enterprise
(hereinafter "Contractor")
And
The State of New Hampshire
(hereinafter "Participating State/Entity")

(Contract # 8001838)

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, and which receives prior written approval of the state's chief procurement official.

The original solicitation contains the requirements and definitions establishing the Product Bands allowed on the Master Agreement. The Master Agreement identifies the bands awarded to the Contract Vendor, eligible for purchase under this Addendum to include: Band 4– Server; and, Band 5 – Storage. The configuration limits and restrictions for the Master Agreement are provided with revisions identified by the Participating State in this Participating Addendum, if applicable.

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 **New Hampshire** 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 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:
CONSTRUCTION OF AGREEMENT AND TERMS -This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

DELIVERY - The successful Vendor will be responsible for delivery of the ordered equipment, within 20 Business days of receipt of a Purchase Order, in its entirety and in proper working condition to the destination specified on the purchase order, unless otherwise mutually agreed. If the seller cannot fulfill the order within this time in its entirety, the seller must immediately inform the purchasing agency of this with a revised delivery date. The purchasing agency then has the option of canceling the order or granting the seller a waiver, through a change order issued by the Bureau of Purchase and Property.

Material received damaged or "Dead on Arrival" shall be returned by the Purchasing Entity and replaced under the Master Price Agreement return process. Contractor will make commercially reasonable efforts to accelerate delivery of the replacement unit in less than the normal delivery timeframes, if possible, or in accordance with a mutually agreed delivery timeframe with the Purchasing Entity. If this is not possible, the Purchasing Entity reserves the right to either i) cancel the order or ii) accept a substitution that may be offered by the Contractor that meets or exceeds the specifications at the same or a lower price, or iii) have Contractor repair the equipment according to the product warranty.

Shipments must be properly packaged; etc. to meet accepted commercial standards without extra charge to the State of New Hampshire.

RETURNS - Return authorizations and credits shall be provided without a restocking fee or other penalty for all unaccepted items, unless noted on the original quote provided by the Vendor and agreed to by the purchasing agency, for up to 30 days from receipt of shipment. All return shipping charges shall be the responsibility of the Vendor.

INVOICING - Invoicing shall be done at the time order ships. Invoices shall clearly indicate the PO#, quantity, description, date of delivery, as well as the net price to the State of New Hampshire. The invoice may reflect any additional discount offered by the Vendor (i.e., earlier payment, quantity, volume purchase price).

PAYMENTS -Terms are NET 30 days from the date of invoice. In the event an order is shipped incomplete (partial), the Purchasing Entity shall pay for each shipment as invoiced by the Contractor unless the Purchasing Entity has clearly specified "No Partial Shipments" on each Purchase Order. In any instance,

payment shall not be reasonably withheld.

REPORTING REQUIREMENTS - The State of New Hampshire will utilize the reporting developed by and available from the lead State for their standard reporting needs. However, the Contractor agrees to provide additional reports if requested to State in a format and frequency as mutually agreed by both parties.

NOTICE: CONDITIONAL NATURE OF AGREEMENT - Notwithstanding anything in this agreement to the contrary, all payment obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to terminate this agreement immediately upon giving the Contractor notice of such termination. For all products and services not returned in accordance with the Master Price Agreement return process, the State shall pay for all products and services delivered and accepted through the effective date of termination. The State shall not be required to transfer funds from any other account.

STATE OF NEW HAMPSHIRE GENERAL TERMS AND CONDITIONS
CONTRACT TERMS AND CONDITIONS The State of New Hampshire's General Terms and Conditions, Contract Terms and Conditions attached hereto as Appendix A are incorporated with the following clarifications.
Clause 6, INVOICING, -. It is understood that Vendor will provide one original invoice showing Order Number, Unit and Extension Prices or discounts allowed.(Copies are available electronically via the HP State website, or upon request.)

Clause 8, EVENT OF DEFAULT, REMEDIES, 8.2.2 and 8.2.3 -the remedies and rights described therein are applicable to the purchase order giving rise to the event of default.

Clause 12, INDEMNIFICATION, - Subject to the Limitation of Liability clause the NASPO ValuePoint PC Master Agreement applies.

Clause 12.1, PATENT PROTECTION, - Subject to the Patent, Copyright, Trademark and Trade Secret Indemnification in clause 12 of the NASPO ValuePoint PC Master Agreement apply.

Clause 13 TOXIC SUBSTANCES - It is understood that the MSDS's are available at
http://www.hp.com/hpinfo/qlobalcitizenship/environment/products/msds-specs.html, or upon request and are not provided with each shipment.

Clause 18, ENTIRE AGREEMENT - Defers to the Entire Agreement language of this Participating Addendum and Master Agreement.

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

Contractor

Name	Stacey Kearns
Address	355 Ledgelawn Drive, Conway, AR 72204
Telephone	512-319-3018
Fax	501-339-2377
E-mail	Stacey.lyn.kearns@hpe.com

Participating Entity

Name	Paul Rhodes
Address	25 Capitol St., Concord, NH 03301
Telephone	603-271-3350
Fax	603-271-7564
E-mail	Paul.rhodes@nh.gov

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

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 Enterprise ("HPE"). HPE 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 HPE Participating State/Entity landing page at www.hp.com/buy/NASPOVP-PC4E.

Orders and payment are issued by the Purchasing Entity direct to HPE under the Reseller Agent Program. The Reseller Agent HPE Authorization Number must be listed in all quotes and related Order activities for sales and tracking purposes. Orders must include the Participating State/Entity Contract Number. HPE Order information, including the HPE remittance address, is available in the Information Center located at the HPE website www.hp.com/buy/NASPOVP-PC4E.

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 HPE Participating State/Entity landing page at www.hp.com/buy/NASPOVP-PC4E.

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/Entity Contract Number.

7. 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.

8. 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.

9. Separation: This Participating Addendum is based on 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 Master Agreement No. MNNVP-134.

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/Entity under the WSCA 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: State of New Hampshire	Contractor:
By: Joseph Boucher Asst Comm.	By: Matt Keck
Name: Vicki V. Quiram	Name: Matthew C. Keck
Title: Commissioner, Dept. of Administrative Services	Title: Senior Counsel
Date: Sept. 1, 2015	Date: 8/13/15

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]

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

MASTER AGREEMENT
Master Agreement No: MNNVP-133 and MNWNC-115
Hewlett-Packard Company
(hereinafter "Contractor")
And
The State of New Hampshire
(hereinafter "Participating State/Entity")

(Contract # 8001837)

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, and which receives prior written approval of the state's chief procurement official.

The original solicitation contains the requirements and definitions establishing the Product Bands allowed on the Master Agreement. The Master Agreement identifies the bands awarded to the Contract Vendor, eligible for purchase under this Addendum to include: Band 1 – Desktop; Band 2 – Laptop; and, Band 3 - Tablet. The configuration limits and restrictions for the Master Agreement are provided with revisions identified by the Participating State in this Participating Addendum increasing Peripherals threshold to $30,000.

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 of New Hampshire** 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.

ELIGIBLE PARTICIPANTS - Eligible Participants include all departments and agencies of the State of New Hampshire (State). Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit Agency certified under the provisions of section 501c of the Federal Internal Revenue Code, and the NH College and University Council as provided by RSA 21-1:17 shall be eligible to participate under this contract whenever said sub-division or nonprofit agency desires. Political sub-divisions and authorized non-profit organizations shall utilize their own individually established purchasing procedures. The State shall not be liable for any breach of contract by these entities.

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 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

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/Entity Modifications or Additions to Master Agreement:
(Other modifications or additions apply only to actions and relationships within the Participating Entity.)

CONSTRUCTION OF AGREEMENT AND TERMS -This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

DELIVERY - The successful Vendor will be responsible for delivery of the ordered equipment, within 20 Business days of receipt of a Purchase Order, in its entirety and in proper working condition to the destination specified on the purchase order, unless otherwise mutually agreed. If the seller cannot fulfill the order within this time in its entirety, the seller must immediately inform the purchasing agency of this with a revised delivery date. The purchasing agency then has the option of canceling the order or granting the seller a waiver, through a change order issued by the Bureau of Purchase and Property.

Material received damaged or "Dead on Arrival" shall be returned by the Purchasing Entity and replaced under the Master Price Agreement return process. Contractor will make commercially reasonable efforts to accelerate delivery of the replacement unit in less than the normal delivery timeframes, if possible, or in accordance with a mutually agreed delivery timeframe with the Purchasing Entity. If this is not possible, the Purchasing Entity reserves the right to either i) cancel the order or ii) accept a substitution that may be offered by the Contractor that meets or exceeds the specifications at the same or a lower price, or iii) have Contractor repair the equipment according to the product warranty.

Shipments must be properly packaged; etc. to meet accepted commercial standards without extra charge to the State of New Hampshire.

RETURNS - Return authorizations and credits shall be provided without a restocking fee or other penalty for all unaccepted items, unless noted on the original quote provided by the Vendor and agreed to by the purchasing agency, for up to 30 days from receipt of shipment. All return shipping charges shall be the responsibility of the Vendor.

INVOICING - Invoicing shall be done at the time order ships. Invoices shall clearly indicate the PO#, quantity, description, date of delivery, as well as the net price to the State of New Hampshire. The invoice may reflect any additional discount offered by the Vendor (i.e., earlier payment, quantity, volume purchase price).

PAYMENTS -Terms are NET 30 days from the date of invoice. In the event an order is shipped incomplete (partial), the Purchasing Entity shall pay for each shipment as invoiced by the Contractor unless the Purchasing Entity has clearly specified "No Partial Shipments" on each Purchase Order. In any instance, payment shall not be reasonably withheld.

REPORTING REQUIREMENTS - The State of New Hampshire will utilize the reporting developed by and available from the lead State for their standard reporting needs. However, the Contractor agrees to provide additional reports if requested to State in a format and frequency as mutually agreed by both parties.

NOTICE: CONDITIONAL NATURE OF AGREEMENT - Notwithstanding anything in this agreement to the contrary, all payment obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to terminate this agreement immediately upon giving the Contractor notice of such termination. For all products and services not returned in accordance with the Master Price Agreement return process, the State shall pay for all products and services delivered and accepted through the effective date of termination. The State shall not be required to transfer funds from any other account.

STATE OF NEW HAMPSHIRE GENERAL TERMS AND CONDITIONS
CONTRACT TERMS AND CONDITIONS The State of New Hampshire's General Terms and Conditions, Contract Terms and Conditions attached hereto as Appendix A are incorporated with the following clarifications.
Clause 6, INVOICING, -. It is understood that Vendor will provide one original invoice showing Order Number, Unit and Extension Prices or discounts allowed.(Copies are available electronically via the HP State website, or upon request.)

Clause 8, EVENT OF DEFAULT, REMEDIES, 8.2.2 and 8.2.3 -the remedies

and rights described therein are applicable to the purchase order giving rise to the event of default.

Clause 12, INDEMNIFICATION, - Subject to the Limitation of Liability clause the NASPO ValuePoint PC Master Agreement applies.

Clause 12.1, PATENT PROTECTION, - Subject to the Patent, Copyright, Trademark and Trade Secret Indemnification in clause 12 of the NASPO ValuePoint PC Master Agreement apply.

Clause 13 TOXIC SUBSTANCES - It is understood that the MSDS's are available at http://www.hp.com/hpinfo/qlobalcitizenship/environment/products/msds-specs.html, or upon request and are not provided with each shipment.

Clause 18, ENTIRE AGREEMENT - Defers to the Entire Agreement language of this Participating Addendum and Master Agreement.

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

Contractor

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

Participating Entity

Name	Paul Rhodes
Address	25 Capitol St. , Concord, NH 03304
Telephone	603-271-3350
Fax	603-271-7564
E-mail	Paul.rhodes@nh.gov

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

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/Entity 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/Entity 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/Entity 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/Entity Contract Number.

7. 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.

8. 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.

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/Entity 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 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 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/Entity under the WSCA 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: State of New Hampshire	Contractor:
By: Asst Comm	By:
Name: Vicki V. Quiram	Name: Matthew C. Keck
Title: Commissioner, Dept. of Administrative Services	Title: Senior Counsel
Date: Sept. 2, 2015	Date: 8/13/15

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]

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: 8/28/15

CONTRACT #: 8001837 and 8001838

CONTRACT FOR: HP Computer Hardware

NIGP CODE: 204-0000

CONTRACTOR: Hewlett Packard Company **VENDOR CODE #:** 177852
CONTRACTOR: Hewlett Packard Enterprise **VENDOR CODE #:** 266953

SUBMITTED FOR ACCEPTANCE BY:

Paul A. Rhodes

PAUL A. RHODES, FINANCIAL & PURCHASING ANALYST DATE 8/28/15
BUREAU OF PURCHASE AND PROPERTY

****

RECOMMENDED FOR ACCEPTANCE BY:

Robert W. Stowell

ROBERT STOWELL, ADMINISTRATOR DATE 8/28/15
BUREAU OF PURCHASE AND PROPERTY

****

ENDORSED FOR ACCEPTANCE BY:

Lisa M Pollard

LISA M. POLLARD, DIRECTOR DATE 8-31-15
DIVISION OF PROCUREMENT & SUPPORT SERVICES

****

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.

Vicki Quiram

VICKI QUIRAM, COMMISSIONER DATE 9/1/15
DEPARTMENT OF ADMINISTRATIVE SERVICES

****

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

MASTER AGREEMENT
Master Agreement No: MNNVP-134 and MNWNC-115
Hewlett Packard Enterprise
(hereinafter "Contractor")
And
The State of New Hampshire
(hereinafter "Participating State/Entity")

(Contract # 8001838)

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, and which receives prior written approval of the state's chief procurement official.

The original solicitation contains the requirements and definitions establishing the Product Bands allowed on the Master Agreement. The Master Agreement identifies the bands awarded to the Contract Vendor, eligible for purchase under this Addendum to include: Band 4– Server; and, Band 5 – Storage. The configuration limits and restrictions for the Master Agreement are provided with revisions identified by the Participating State in this Participating Addendum, if applicable.

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 **New Hampshire** 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 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:
CONSTRUCTION OF AGREEMENT AND TERMS -This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

DELIVERY - The successful Vendor will be responsible for delivery of the ordered equipment, within 20 Business days of receipt of a Purchase Order, in its entirety and in proper working condition to the destination specified on the purchase order, unless otherwise mutually agreed. If the seller cannot fulfill the order within this time in its entirety, the seller must immediately inform the purchasing agency of this with a revised delivery date. The purchasing agency then has the option of canceling the order or granting the seller a waiver, through a change order issued by the Bureau of Purchase and Property.

Material received damaged or "Dead on Arrival" shall be returned by the Purchasing Entity and replaced under the Master Price Agreement return process. Contractor will make commercially reasonable efforts to accelerate delivery of the replacement unit in less than the normal delivery timeframes, if possible, or in accordance with a mutually agreed delivery timeframe with the Purchasing Entity. If this is not possible, the Purchasing Entity reserves the right to either i) cancel the order or ii) accept a substitution that may be offered by the Contractor that meets or exceeds the specifications at the same or a lower price, or iii) have Contractor repair the equipment according to the product warranty.

Shipments must be properly packaged; etc. to meet accepted commercial standards without extra charge to the State of New Hampshire.

RETURNS - Return authorizations and credits shall be provided without a restocking fee or other penalty for all unaccepted items, unless noted on the original quote provided by the Vendor and agreed to by the purchasing agency, for up to 30 days from receipt of shipment. All return shipping charges shall be the responsibility of the Vendor.

INVOICING - Invoicing shall be done at the time order ships. Invoices shall clearly indicate the PO#, quantity, description, date of delivery, as well as the net price to the State of New Hampshire. The invoice may reflect any additional discount offered by the Vendor (i.e., earlier payment, quantity, volume purchase price).

PAYMENTS -Terms are NET 30 days from the date of invoice. In the event an order is shipped incomplete (partial), the Purchasing Entity shall pay for each shipment as invoiced by the Contractor unless the Purchasing Entity has clearly specified "No Partial Shipments" on each Purchase Order. In any instance,

payment shall not be reasonably withheld.

REPORTING REQUIREMENTS - The State of New Hampshire will utilize the reporting developed by and available from the lead State for their standard reporting needs. However, the Contractor agrees to provide additional reports if requested to State in a format and frequency as mutually agreed by both parties.

NOTICE: CONDITIONAL NATURE OF AGREEMENT - Notwithstanding anything in this agreement to the contrary, all payment obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to terminate this agreement immediately upon giving the Contractor notice of such termination. For all products and services not returned in accordance with the Master Price Agreement return process, the State shall pay for all products and services delivered and accepted through the effective date of termination. The State shall not be required to transfer funds from any other account.

STATE OF NEW HAMPSHIRE GENERAL TERMS AND CONDITIONS
CONTRACT TERMS AND CONDITIONS The State of New Hampshire's General Terms and Conditions, Contract Terms and Conditions attached hereto as Appendix A are incorporated with the following clarifications.
Clause 6, INVOICING, -. It is understood that Vendor will provide one original invoice showing Order Number, Unit and Extension Prices or discounts allowed.(Copies are available electronically via the HP State website, or upon request.)

Clause 8, EVENT OF DEFAULT, REMEDIES, 8.2.2 and 8.2.3 -the remedies and rights described therein are applicable to the purchase order giving rise to the event of default.

Clause 12, INDEMNIFICATION, - Subject to the Limitation of Liability clause the NASPO ValuePoint PC Master Agreement applies.

Clause 12.1, PATENT PROTECTION, - Subject to the Patent, Copyright, Trademark and Trade Secret Indemnification in clause 12 of the NASPO ValuePoint PC Master Agreement apply.

Clause 13 TOXIC SUBSTANCES - It is understood that the MSDS's are available at
http://www.hp.com/hpinfo/qlobalcitizenship/environment/products/msds-specs.html, or upon request and are not provided with each shipment.

Clause 18, ENTIRE AGREEMENT - Defers to the Entire Agreement language of this Participating Addendum and Master Agreement.

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

Contractor

Name	Stacey Kearns
Address	355 Ledgelawn Drive, Conway, AR 72204
Telephone	512-319-3018
Fax	501-339-2377
E-mail	Stacey.lyn.kearns@hpe.com

Participating Entity

Name	Paul Rhodes
Address	25 Capitol St., Concord, NH 03301
Telephone	603-271-3350
Fax	603-271-7564
E-mail	Paul.rhodes@nh.gov

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

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 Enterprise ("HPE"). HPE 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 HPE Participating State/Entity landing page at www.hp.com/buy/NASPOVP-PC4E.

Orders and payment are issued by the Purchasing Entity direct to HPE under the Reseller Agent Program. The Reseller Agent HPE Authorization Number must be listed in all quotes and related Order activities for sales and tracking purposes. Orders must include the Participating State/Entity Contract Number. HPE Order information, including the HPE remittance address, is available in the Information Center located at the HPE website www.hp.com/buy/NASPOVP-PC4E.

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 HPE Participating State/Entity landing page at www.hp.com/buy/NASPOVP-PC4E.

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/Entity Contract Number.

7. 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.

8. 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.

9. Separation: This Participating Addendum is based on 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 Master Agreement No. MNNVP-134.

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/Entity under the WSCA 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: State of New Hampshire	Contractor:
By: Joseph Boucher Asst Comm.	By: Matt Keck
Name: Vicki V. Quiram	Name: Matthew C. Keck
Title: Commissioner, Dept. of Administrative Services	Title: Senior Counsel
Date: Sept. 1, 2015	Date: 8/13/15

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]

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

MASTER AGREEMENT
Master Agreement No: MNNVP-133 and MNWNC-115
Hewlett-Packard Company
(hereinafter "Contractor")
And
The State of New Hampshire
(hereinafter "Participating State/Entity")

(Contract # 8001837)

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, and which receives prior written approval of the state's chief procurement official.

The original solicitation contains the requirements and definitions establishing the Product Bands allowed on the Master Agreement. The Master Agreement identifies the bands awarded to the Contract Vendor, eligible for purchase under this Addendum to include: Band 1 – Desktop; Band 2 – Laptop; and, Band 3 - Tablet. The configuration limits and restrictions for the Master Agreement are provided with revisions identified by the Participating State in this Participating Addendum increasing Peripherals threshold to $30,000.

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 of New Hampshire** 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.

ELIGIBLE PARTICIPANTS - Eligible Participants include all departments and agencies of the State of New Hampshire (State). Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit Agency certified under the provisions of section 501c of the Federal Internal Revenue Code, and the NH College and University Council as provided by RSA 21-1:17 shall be eligible to participate under this contract whenever said sub-division or nonprofit agency desires. Political sub-divisions and authorized non-profit organizations shall utilize their own individually established purchasing procedures. The State shall not be liable for any breach of contract by these entities.

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 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

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/Entity Modifications or Additions to Master Agreement:
(Other modifications or additions apply only to actions and relationships within the Participating Entity.)

CONSTRUCTION OF AGREEMENT AND TERMS -This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

DELIVERY - The successful Vendor will be responsible for delivery of the ordered equipment, within 20 Business days of receipt of a Purchase Order, in its entirety and in proper working condition to the destination specified on the purchase order, unless otherwise mutually agreed. If the seller cannot fulfill the order within this time in its entirety, the seller must immediately inform the purchasing agency of this with a revised delivery date. The purchasing agency then has the option of canceling the order or granting the seller a waiver, through a change order issued by the Bureau of Purchase and Property.

Material received damaged or "Dead on Arrival" shall be returned by the Purchasing Entity and replaced under the Master Price Agreement return process. Contractor will make commercially reasonable efforts to accelerate delivery of the replacement unit in less than the normal delivery timeframes, if possible, or in accordance with a mutually agreed delivery timeframe with the Purchasing Entity. If this is not possible, the Purchasing Entity reserves the right to either i) cancel the order or ii) accept a substitution that may be offered by the Contractor that meets or exceeds the specifications at the same or a lower price, or iii) have Contractor repair the equipment according to the product warranty.

Shipments must be properly packaged; etc. to meet accepted commercial standards without extra charge to the State of New Hampshire.

RETURNS - Return authorizations and credits shall be provided without a restocking fee or other penalty for all unaccepted items, unless noted on the original quote provided by the Vendor and agreed to by the purchasing agency, for up to 30 days from receipt of shipment. All return shipping charges shall be the responsibility of the Vendor.

INVOICING - Invoicing shall be done at the time order ships. Invoices shall clearly indicate the PO#, quantity, description, date of delivery, as well as the net price to the State of New Hampshire. The invoice may reflect any additional discount offered by the Vendor (i.e., earlier payment, quantity, volume purchase price).

PAYMENTS -Terms are NET 30 days from the date of invoice. In the event an order is shipped incomplete (partial), the Purchasing Entity shall pay for each shipment as invoiced by the Contractor unless the Purchasing Entity has clearly specified "No Partial Shipments" on each Purchase Order. In any instance, payment shall not be reasonably withheld.

REPORTING REQUIREMENTS - The State of New Hampshire will utilize the reporting developed by and available from the lead State for their standard reporting needs. However, the Contractor agrees to provide additional reports if requested to State in a format and frequency as mutually agreed by both parties.

NOTICE: CONDITIONAL NATURE OF AGREEMENT - Notwithstanding anything in this agreement to the contrary, all payment obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to terminate this agreement immediately upon giving the Contractor notice of such termination. For all products and services not returned in accordance with the Master Price Agreement return process, the State shall pay for all products and services delivered and accepted through the effective date of termination. The State shall not be required to transfer funds from any other account.

STATE OF NEW HAMPSHIRE GENERAL TERMS AND CONDITIONS
CONTRACT TERMS AND CONDITIONS The State of New Hampshire's General Terms and Conditions, Contract Terms and Conditions attached hereto as Appendix A are incorporated with the following clarifications.
Clause 6, INVOICING, -. It is understood that Vendor will provide one original invoice showing Order Number, Unit and Extension Prices or discounts allowed.(Copies are available electronically via the HP State website, or upon request.)

Clause 8, EVENT OF DEFAULT, REMEDIES, 8.2.2 and 8.2.3 -the remedies

and rights described therein are applicable to the purchase order giving rise to the event of default.

Clause 12, INDEMNIFICATION, - Subject to the Limitation of Liability clause the NASPO ValuePoint PC Master Agreement applies.

Clause 12.1, PATENT PROTECTION, - Subject to the Patent, Copyright, Trademark and Trade Secret Indemnification in clause 12 of the NASPO ValuePoint PC Master Agreement apply.

Clause 13 TOXIC SUBSTANCES - It is understood that the MSDS's are available at http://www.hp.com/hpinfo/qlobalcitizenship/environment/products/msds-specs.html, or upon request and are not provided with each shipment.

Clause 18, ENTIRE AGREEMENT - Defers to the Entire Agreement language of this Participating Addendum and Master Agreement.

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

Contractor

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

Participating Entity

Name	Paul Rhodes
Address	25 Capitol St. , Concord, NH 03304
Telephone	603-271-3350
Fax	603-271-7564
E-mail	Paul.rhodes@nh.gov

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

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/Entity 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/Entity 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/Entity 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/Entity Contract Number.

7. 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.

8. 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.

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/Entity 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 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 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/Entity under the WSCA 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: State of New Hampshire	Contractor:
By: Asst Comm	By:
Name: Vicki V. Quiram	Name: Matthew C. Keck
Title: Commissioner, Dept. of Administrative Services	Title: Senior Counsel
Date: Sept. 2, 2015	Date: 8/13/15

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]