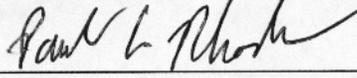


STATE OF NEW HAMPSHIRE  
BUREAU OF PURCHASE AND PROPERTY  
STATE HOUSE ANNEX - ROOM 102  
25 CAPITOL ST  
CONCORD NH 03301-6398

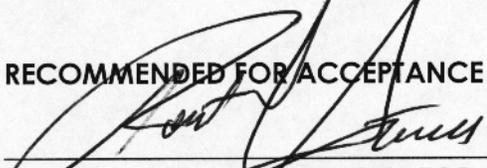
DATE: 8/28/15  
CONTRACT #: 8001840  
CONTRACT FOR: Lenovo Computer Hardware  
NIGP CODE: 204-0000  
CONTRACTOR: Lenovo US Inc. VENDOR CODE #: 175761

SUBMITTED FOR ACCEPTANCE BY:

  
PAUL A. RHODES, FINANCIAL & PURCHASING ANALYST  
BUREAU OF PURCHASE AND PROPERTY  
DATE 9/9/15

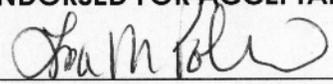
\*\*\*\*\*

RECOMMENDED FOR ACCEPTANCE BY:

  
ROBERT STOWELL, ADMINISTRATOR  
BUREAU OF PURCHASE AND PROPERTY  
DATE 9/10/15

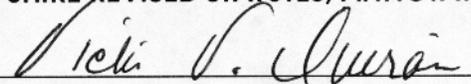
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ENDORSED FOR ACCEPTANCE BY:

  
LISA M. POLLARD, DIRECTOR  
DIVISION OF PROCUREMENT & SUPPORT SERVICES  
DATE 9-11-15

\*\*\*\*\*

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, COMMISSIONER  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
DATE 9-14-15

\*\*\*\*\*

NOTE: Please review, approve, and sign the attached Participating Addendum for the Lenovo Master Agreements awarded through NASPO ValuePoint. Lenovo is one of the IT standards set by the Dept. of Information technology and this gives the State a competitive bid contract to meet these IT requirements.

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

**MASTER AGREEMENT**  
Master Agreement No: MNWNC-117  
Lenovo (United States), Inc.  
(hereinafter "Contractor")  
And  
State of New Hampshire Contract #8001840  
(hereinafter "Participating State/Entity")

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5

1. Scope: This addendum allows for purchase of the following Computer Equipment/Services: "Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage including related Peripherals & Services)" led by the State of Minnesota along with a multi-state sourcing team for use by state agencies and other entities located in the Participating State/Entity that is authorized by that state's statutes to utilize state /entity contracts, and which receives prior written approval of the state's chief procurement official.

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

2. Participation: Use of specific WSCA-NASPO 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.

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

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Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

**4. Participating State Modifications or Additions to Master Agreement:**

**Appropriation of funds.** Contractor understands that the State's ability to obligate itself for payment is contingent upon the availability and continued appropriation of funds. The parties acknowledge that this Addendum does not commit the State to expend any funds. The State will only issue purchase orders to Contractor for which it has sufficient appropriation of funds to make payment on such purchase orders.

**Leasing.** Equipment leasing will be provided through Lenovo Financial Services. State Agencies, political subdivisions and other entities authorized by the State may enter into separate master lease agreement under this Participating Addendum. The form of the master lease is attached as Exhibit A. Notwithstanding anything to the contrary in this Participating Addendum, or in the Contract, the terms and conditions of the Master Lease Agreement shall supersede and control with respect to the lease of equipment more fully identified on schedules to the Master Lease Agreement. Should a Participating Entity desire to utilize a purchase order to lease equipment ordered hereunder such purchase order shall explicitly incorporate the terms and conditions of the Master Lease Agreement which terms and conditions shall control over any conflicting terms to the contrary contained within the purchase order and the Participating Entity agrees that such purchase order shall be considered a schedule under the Master Lease Agreement.

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

<u>Contractor</u>	
Name	Melissa Autrey-Freeman
Address	1009 Think Place B1 3A5, Morrisville, NC 27560

**PARTICIPATING ADDENDUM**  
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Telephone	919-294-0609
Fax	
E-mail	mautrey@lenovo.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 state represented by WSCA-NASPO participating in this Master Agreement independently have the option of utilizing partners. Only partners approved by this Participating State may be deployed. The participating State will define the process to add and remove partners and may define the partner's role in their participating addendum. The Contractors partners' participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement. Approved partners are: No Partners Allowed

Lenovo will use "WSCA Agent" program to assist with marketing of Lenovo products to the WSCA/NASPO end users and may utilize "WSCA Reseller" program to order and fulfill product based on an individual state's request in their Participating Addendum. "WSCA Agents" and "WSCA Resellers" must be approved by the State.

**All WSCA Agents and WSCA Resellers will be listed on the state's individual WSCA/NASPO page on this website [www.lenovo.com/wsca](http://www.lenovo.com/wsca).**

"WSCA Agent" orders are to be issued directly to:  
Lenovo (United States) Inc.  
1009 ThinkPlace, B1, Floor 3  
Morrisville, NC 27560  
Fax: (919) 257-4988

**PARTICIPATING ADDENDUM**  
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"WSCA Agent" payments are to be issued to:  
Lenovo (United States), Inc.  
PO Box 643055  
Pittsburg, PA 15264-3068

- OR -

"WSCA Reseller" orders and payments are issued to the approved "WSCA Reseller"

**All purchase orders issued by purchasing entities with the jurisdiction of this Addendum must include the Participating State contract number and the Master Price Agreement Number: MNWNC-117 and Contract # 8001840.**

**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.

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

Participating State: New Hampshire	Contractor: Lenovo (United States), Inc.
By: <i>Vicki V. Quiram</i>	By: <i>Robin Howdershelt</i>
Name: <i>Vicki V. Quiram</i>	Name: Robin Howdershelt
Title: <i>Commissioner</i>	Title: Inside Sales Director, Public Sector
Date: <i>9-14-15</i>	Date: 8/26/15

For questions on executing a participating addendum, please contact:  
WSCA-NASPO

Cooperative Development Coordinator	Tim Hay
Telephone	503-428-5705
E-mail	<a href="mailto:thay@wsca-naspo.org">thay@wsca-naspo.org</a>

**[Please email fully executed PDF copy of this document to**  
**[PA@wsca-naspo.org](mailto:PA@wsca-naspo.org) to support documentation of participation and**  
**posting in appropriate data bases]**

EXHIBIT A



Master Lease Number: \_\_\_\_\_

# Master Lease Agreement

This Master Lease Agreement (the "Master Lease") entered into between Lenovo Financial Services with an address of 10201 Centurion Parkway North, Suite 100, Jacksonville Florida, 32256 ("Lessor" "we", "us", "our") and \_\_\_\_\_ with an address of \_\_\_\_\_ ("Lessee", "you", "your") (each a "Party" and collectively "Parties").

**1. PRODUCTS LEASED OR FINANCED:** Lessor agrees to lease or provide financing to Lessee and Lessee agrees to lease or finance from Lessor the equipment ("Equipment"), software license rights, ("Software"), and/or Services ("Services", and collectively "Products") as identified in the schedules ("Schedule") executed from time to time in accordance with this Master Lease. Each Schedule shall incorporate the terms and conditions of this Master Lease, and shall include such other terms as the Parties shall agree upon. Each Schedule is a separate and assignable lease, independent of all other Schedules. In the event of a conflict between this Master Lease and the provisions of a Schedule, the provisions of the Schedule shall control.

**2. TERM AND RENT:** This Master Lease shall commence on the date set forth above and shall continue in effect so long as any Schedule remains in effect. The term for each Schedule will commence as set forth in the Schedule. LESSEE AGREES THAT EACH SCHEDULE UNDER THIS MASTER LEASE IS A NET LEASE, WHICH MAY NOT BE TERMINATED OR CANCELLED; THAT LESSEE HAS AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS DUE UNDER THE SCHEDULE ACCORDING TO THE TERMS SET FORTH IN THE SCHEDULE, AND THAT LESSEE CANNOT WITHHOLD, SET OFF, OR REDUCE SUCH PAYMENTS FOR ANY REASON.

**3. PURCHASE CONTRACT:** If Lessee has entered into any purchase agreement or purchase order contract for Products ("Purchase Contract") with any supplier, Lessee assigns to Lessor its rights under such Purchase Contract, including any rights granted by a manufacturer, vendor, supplier or Lessor (collectively, "Supplier") but none of Lessee's obligations (other than the obligation to pay for the Products if accepted by Lessee). If Lessee has not entered into a Purchase Contract, Lessee authorizes Lessor to enter into a Purchase Contract on Lessee's behalf. Lessee will arrange for the delivery of the Products.

**4. ASSIGNMENT, LESSEE MAY NOT ASSIGN, SELL, TRANSFER OR SUBLEASE THE EQUIPMENT OR LESSEE'S INTEREST IN THIS MASTER LEASE OR ANY SCHEDULE WITHOUT LESSOR'S PRIOR WRITTEN CONSENT, WHICH CONSENT SHALL NOT BE UNREASONABLY WITHHELD WITH LESSOR ACTING IN A COMMERCIALLY REASONABLE MANNER.** Lessor may, without notifying Lessee, sell, assign, pledge, grant security interests in or otherwise transfer all or any part of this Master Lease or any Schedule and our rights in the Products. Lessee agrees that the new owner will have the same rights and benefits that Lessor has now under this Master Lease and any Schedule but not Lessor's obligations, which obligations Lessor will remain responsible for. The rights of the new owner will not be subject to any claims, defenses or set-off that Lessee may have against Lessor or the Supplier.

**5. NO WARRANTIES:** Lessor is leasing the Products to Lessee "AS-IS". LESSEE ACKNOWLEDGES THAT LESSOR DOES NOT MANUFACTURE THE PRODUCTS, LESSOR DOES NOT REPRESENT THE VENDOR, MANUFACTURER, OR SUPPLIER, AND LESSEE HAS SELECTED THE PRODUCTS AND SUPPLIER BASED UPON LESSEE'S OWN JUDGMENT. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. LESSEE AGREES THAT REGARDLESS OF CAUSE, LESSOR IS NOT RESPONSIBLE FOR AND LESSEE WILL NOT MAKE ANY CLAIM AGAINST LESSOR FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, OR INDIRECT. LESSEE AGREES THAT NEITHER VENDOR NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF VENDOR IS OUR AGENT OR HAS ANY AUTHORITY TO SPEAK FOR LESSOR OR TO BIND LESSOR IN ANY WAY. To the extent Lessor has the right to do so, Lessor transfers to Lessee for the term of each Schedule any warranties made by the manufacturer or vendor with respect to the Equipment leased pursuant to such Schedule. Lessee agrees that Lessee will not assert against Lessor any claim or defense that Lessee has against the Supplier.

**6. PRODUCTS LOCATION; USE AND REPAIR; RETURN.** Unless Lessee is given a \$1.00 purchase option under a Schedule, title to the Products remains with Lessor. Lessee agrees to keep the Products free from liens and encumbrances. Lessee may move the Products within the continental United States provided Lessee provides Lessor written notification of the move within 30 days of the move, and Lessee agrees that Lessee will be liable for any increase in taxes as a result of that relocation. For laptop computers, PDAs, and other mobile devices, the location listed on the Schedule is its base location ("Base Location") but these mobile devices may be temporarily located at other locations and Lessee will notify Lessor and be responsible for any tax increases should the Base Location change. At Lessee's own cost and expense, Lessee will keep the Products eligible for any manufacturer's certification in compliance with all applicable laws, and in good condition, except for ordinary wear and tear. Lessee may make any alterations, additions or replacements to the Products without Lessor's prior written consent provided that such alterations, additions or replacements (a) enhance the value of the products and do not limit the use of the Products in such a manner which would adversely affect the value of the Products (b) do not render the Products ineligible for manufacturer certification or warranty or (c) are removed by the Lessee prior to return of the Products to Lessor at the end of lease without damaging the Products or rendering the Products ineligible for manufacturer certification or warranty.

All alterations, additions or replacements on Products returned to Lessor at the end of the Lease will become part of the Products and Lessor's property at no cost or expense to Lessor. Lessor may inspect the Products during normal business hours after advance notice to Lessee. Unless Lessee purchases the Products at the end of a Schedule, Lessee will immediately deliver the Products to the party and location directed by Lessor in its return authorization in as good condition as when Lessee received it, except for ordinary wear and tear. Lessee will pay all outstanding lease payments, late charges, insurance charges, and Lessor's estimated property taxes on the Products based upon the prior year's actual property tax, shipping and other expenses, and Lessee will insure the Products for its full replacement value during shipping. Unless Lessor requests Lessee return the Equipment to Lessor, Lessee must retain physical possession of the Products through the end of the initial or any renewal lease term of any Schedule.

**7. DATA SECURITY:** Some or all of the items of Equipment returned to Lessor at any time may contain sensitive information or data belonging to Lessee's organization, or Lessee's customer/clients/patients, that is stored, recorded, or in any way contained within or on the Equipment. Lessee specifically agrees that before the Equipment is shipped to or retrieved by Lessor or our agents, or removed by a supplier, Lessee will, at Lessee's sole cost and expense, permanently destroy, delete and remove all such information and data that is stored, recorded or in any way contained within or on the Equipment, to the extent that further recovery of any of such data and information is not possible. Lessee has the sole responsibility to so destroy, delete, and remove all data and information stored in or on the Equipment. Lessor has absolutely no liability for any data or information that Lessee fails to so destroy, delete, and remove. All hard drives and other data retention components must function as originally installed after data removal.

**8. TAXES.** Lessee is responsible for all sales and use (unless Lessor is provided with an acceptable Sale/Use Tax exemption form), personal property or other taxes relating to the use or ownership of the Products, now or hereafter imposed, or assessed by any state, federal or local government or agency. Lessee agrees to pay when due, or reimburse Lessor for all taxes, fines or penalties imposed upon the Products and, if Lessor elects, Lessee agrees to pay Lessor estimated property taxes either with each lease payment or at the end of the lease term as more fully set forth herein. Lessor will file all sales, use and personal property tax returns (unless Lessor notifies Lessee otherwise in writing). Lessor does not have to contest any taxes, fines or penalties; however, Lessee may do so provided (a) Lessee does so in its own name and at its own expense, (b) the contest will not result in any sort of lien being placed on the Products or otherwise jeopardize Lessor's rights in any of the Products, (c) Lessee pays Lessor for any taxes Lessor remitted to the taxing authorities even though Lessee may be contesting the taxes and indemnify and hold Lessor harmless for any expenses, including legal expenses, Lessor incurs as a result of such contest. If Lessor files such personal property tax reports, Lessee will pay property taxes as invoiced by Lessor.

**9. LOSS OR DAMAGE; INSURANCE.** Lessee is responsible for installing and keeping the Products in good working order. Except for ordinary wear and tear, Lessee is responsible for protecting the Products from damage, theft, destruction and loss of any kind ("Loss"). Lessee agrees to continue to pay the amounts due and to become due hereunder without setoff or defense even if there is a Loss. If the Products are damaged or lost, Lessee agrees to immediately notify Lessor. Then, at Lessor's option, Lessor must either (a) repair the affected Products so that it is in good condition and eligible for manufacturer certification or (b) pay Lessor the amounts specified in Section 13(b). During the term of this Master Lease or any Schedule, Lessor agrees that it will (1) insure the Equipment against all loss or damage naming Lessor as loss payee; (2) obtain liability and third party property damage insurance naming Lessor as an additional insured; and (3) deliver satisfactory evidence of such coverage with carriers, policy forms and amounts acceptable to Lessor. All policies must provide that Lessor be given thirty (30) days written notice of any material change or cancellation. If Lessee does not provide evidence of acceptable insurance, Lessor has the right, but no obligation, to obtain insurance covering its interest in the Equipment for the lease term, and renewals. Any insurance Lessor obtains will not insure Lessee against third party or liability claims and may be canceled by Lessor at any time. In the event Lessor obtains the above-described insurance, Lessee will be required to pay an additional amount each month for the insurance premium and an administrative fee. You agree that Lessor, or one of its affiliates, may make a profit in connection with the insurance Lessor obtains. The cost may be more than the cost of obtaining Lessee's own insurance. Lessee agrees to cooperate with Lessor, its insurer and agent in the placement of coverage and any claims. The insurance Lessor obtains (1) will not name Lessee as an insured, additional insured, or loss payee; (2) will not provide Lessee with liability insurance; (3) may not pay any claim that Lessee makes; (4) will not pay any claim made against Lessee; and (5) may be canceled by Lessor at any time. If Lessee later provides evidence that it has obtained acceptable insurance, Lessor will cancel the insurance it obtained.