DATE: 8/26/15

CONTRACT #: 8001863

CONTRACT FOR: Dell Computer Hardware

NIGP CODE: 204-0000

CONTRACTOR: Red River Computer Co. VENDOR CODE #: 157937

SUBMITTED FOR ACCEPTANCE BY:

PAUL A. RHODES, FINANCIAL & PURCHASING ANALYST
BUREAU OF PURCHASE AND PROPERTY

DATE 8/26/15

RECOMMENDED FOR ACCEPTANCE BY:

ROBERT STOWELL, ADMINISTRATOR
BUREAU OF PURCHASE AND PROPERTY

DATE 8/27/15

ENDORSED FOR ACCEPTANCE BY:

LISA M. POLLARD, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 8-28-15

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 Aug 31, 2015
PARTICIPATING ADDENDUM
NASPO VALUEPOINT COOPERATIVE PURCHASING PROGRAM
COMPUTER EQUIPMENT: (Desktops, Laptops, Tablets, Servers, Storage and
Ruggedized Devices including Related Peripherals & Services)
Administered by the State of Minnesota (hereinafter “Lead State”)

MASTER AGREEMENT
Dell Marketing L.P.
Master Agreement No: MNWNC-108
Dell Master Agreement No. 91AGY
(hereinafter “Contractor”)

And

State of New Hampshire
Dell Contract Code WN22AGW
(hereinafter “Participating State”)

1. Scope: This Addendum covers the COMPUTER EQUIPMENT (Desktops, Laptops, Tablets,
Servers, Storage and Ruggedized Devices including Related Peripherals & Services) contracts led
by the State of Minnesota for use by state agencies and other entities located in the Participating
State authorized by that state’s statutes to utilize State contracts with the prior approval of the
State’s Chief Procurement Official. The Products and Services available under this Participating
Addendum include all Products and Services in scope for the Master Agreement.

This Addendum will be effective on October 1, 2015.

This Addendum will be coterminous with the Master Agreement and any extensions of the Master
Agreement, unless terminated pursuant to MASTER AGREEMENT TERMS AND CONDITIONS
B. WSCA-NASPO TERMS AND CONDITIONS, Section 6 Cancellation.

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 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. Unless otherwise specified, all state agencies,
political subdivisions, including public education entities, and other entities (including cooperatives) in the State of New Hampshire are eligible to procure under this Participating
Addendum.

3. Contractor Modifications or Additional Terms and Conditions to the Master Agreement:
   A. Use of Purchasing-card is at time of order placement only, and not permitted for payment
of invoices issued by Contractor.

   B. Any assignment by Participating State of its purchase order to a third-party financing
company (other than Dell Financial Services, LLC) must be approved in advance in writing
by Contractor, and in no case shall any such approval excuse Participating State from its
obligations hereunder.

   C. Dispute Resolution. Participating State and Contractor will attempt to resolve any Dispute
through face-to-face negotiation with persons fully authorized to resolve the Dispute or
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through mediation utilizing a mediator agreed to by the parties, rather than through
litigation. The existence or results of any negotiation or mediation will be treated as
Confidential Information. Notwithstanding the foregoing, either party will have the right to
seek from a state or federal court a temporary restraining order, preliminary injunction, or
other equitable relief to preserve the status quo, prevent irreparable harm, avoid the
expiration of any applicable limitations period, or preserve a superior position with
respect to other creditors, although the merits of the underlying Dispute will be resolved in
accordance with this paragraph. In the event the parties are unable to resolve the Dispute
within thirty (30) days of notice of the Dispute to the other party, the parties shall be free to
pursue all remedies available at law or in equity.

D. Contractor may not subcontract or delegate the performance of its obligations under this
Agreement in whole or in part, or any rights, duties, obligations or liabilities under this
Agreement, by operation of law or otherwise, without the prior written consent of
Participating State (other than subcontractors retained by Contractor from time to time
in the ordinary course of business to perform CTI, warranty, break/fix, administrative
and back office services who will not have access to Buyer’s confidential data other than
billing and contact information) and provided that Contractor shall remain responsible
for the performance of its obligations under this Agreement.

4. Participating State Modifications or Additions to Master Agreement:

A. 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.

B. 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. 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.
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C. Material received damaged or “Dead on Arrival” shall be replaced within five business
days of notification by the Purchasing Entity. If this is not possible, the State reserves the
right to cancel the order or repair of the equipment according to the service level on the
invoice until delivery can be made.

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

E. RETURNS and EXCHANGES - Return authorizations and credits shall be provided without a
restocking fee or other penalty for all items, unless noted on the original quote provided
by the Vendor and agreed to by the purchasing agency.

F. INVOICING - Invoicing shall be done at the time order ships. Invoices shall clearly
indicate the PO#, quantity, description, 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.,
erlier payment, quantity/case lot discount).

G. 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.

H. REPORTING REQUIREMENTS - Throughout the period of the contract, the Vendor must
provide quarterly reports to the Bureau of Purchase and Property, for products and
services delivered against the contract. The contents of this report must include the
following information: purchase order date, purchase order number, invoice number,
manufacturer part number, description, and price. Dell will provide this information in
the same format as promulgated in the Master Agreement.

I. The Vendor will make a good faith effort to provide these reports in a timely, efficient
manner completed in the mutually agreed upon format. If these reports are not provided
properly completed or are not completed in a timely manner, the Vendor will receive
written notification that it has a fifteen (15) day cure period. However, as long as Dell is
being responsive and is making a good faith effort to provide these reports completed
properly and in a timely manner, a delay will not constitute an event of default.
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J. NOTICE: 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.

5. Lease Agreements:

Leasing is allowed under this Master Agreement pursuant to the attached Dell Financial Services
L. L. C. (“DFS”) Master Lease Agreement (“Attachment 1”) or a separately negotiated DFS Master
Lease Agreement between DFS and Participating State or eligible customer under this
Participating Addendum. If this Participating Addendum does not contain lease terms and
conditions, Participating State or eligible customer under this Participating Addendum who is
authorized to enter into lease agreements under applicable law may do so under a separate lease
agreement for hardware, software and services obtained under this Master Agreement with DFS.

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

<table>
<thead>
<tr>
<th>Contractor Participating Addendum Contact</th>
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<tbody>
<tr>
<td>Name</td>
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<tr>
<td>Address</td>
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<tr>
<td>Telephone</td>
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Fax 512-283-9092
E-mail diane.wigington@dell.com

<table>
<thead>
<tr>
<th>Name</th>
<th>Paul Rhodes</th>
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<tbody>
<tr>
<td>Address</td>
<td>25 Capitol St., Concord, NH 03301</td>
</tr>
<tr>
<td>Telephone</td>
<td>603-271-3350</td>
</tr>
<tr>
<td>Fax</td>
<td>603-271-7564</td>
</tr>
<tr>
<td>E-mail</td>
<td><a href="mailto:Paul.rhodes@nh.gov">Paul.rhodes@nh.gov</a></td>
</tr>
</tbody>
</table>

Participating State

7. Partner Utilization: All Contractor authorized Resellers and Agents in the State of New Hampshire, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the WSCA-NASPO Master Price Agreement. Contractor shall make all determinations about which entities in the State of New Hampshire that the Contractor authorized Reseller and Agents may support. The Contractor authorized Resellers and Agents participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

   a. Contractor authorized Resellers
      1. Contractor authorized Resellers shall provide quotes, accept purchase orders, and accept payment from entities ordering under this Participating Addendum.

   b. Contractor authorized Agents
      1. Contractor authorized Agents are authorized to provide quotes, sales assistance, configuration guidance and ordering support for hardware, software and services available this Participating Addendum.
      2. Contractor authorized Agents ARE NOT authorized to accept orders, purchase orders or payment from entities ordering under this Participating Addendum.

All purchase orders issued by ordering entities with the jurisdiction of this Participating Addendum must include the Participating Addendum number: WN22AGW and the Master Agreement number MNWNC-108 on the order.
8. **Orders:** Any Order placed by an entity ordering under this Participating Addendum for a hardware, software and/or services the 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.

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

<table>
<thead>
<tr>
<th>Participating State:</th>
<th>Contractor:</th>
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<tr>
<td><strong>NEW HAMPSHIRE</strong></td>
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<td>Diane Wigington</td>
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<tbody>
<tr>
<td>Assistant Commissioner</td>
<td>Public Contracts Manager</td>
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<tr>
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<tbody>
<tr>
<td>Aug 31, 2015</td>
<td>08/13/2015</td>
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For questions on executing a participating addendum, please contact:

<table>
<thead>
<tr>
<th>NASPO ValuePoint</th>
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<tbody>
<tr>
<td>Cooperative Development Coordinator</td>
</tr>
<tr>
<td>Telephone</td>
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<td>E-mail</td>
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Please email fully executed PDF copy of this document to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases]