

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014

COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES

MASTER PRICE AGREEMENT NUMBER B27172

Between

Panasonic Computer Solutions Company

[hereinafter "Contractor"]

and

State of Delaware

[hereinafter "Participating State" or "Participating Entity" (if not a state)]

State of Delaware Contract **GSS09133**

Page 1 of 13

1. Scope

This Addendum covers the WSCA/NASPO PC Contracts 2009-2014 (Computer Equipment, Peripherals and Related Services) lead 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.

or

This Addendum covers the WSCA/NASPO PC Contracts 2009-2014 (Computer Equipment, Peripherals and Related Services) lead by the State of Minnesota for use by (briefly describe the jurisdiction of the governmental entity). This entity has been authorized by the State Chief Procurement Official of the state within which it is located to use the WSCA/NASPO PC Contracts 2009-2014.

2. Participation

Use of specific WSCA/NASPO cooperative contract by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the 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. Changes:

a). MANDATORY INSURANCE REQUIREMENTS:

Certificate of Insurance for the following:

1. As a part of the addendum requirements, the Contractor shall obtain at its own

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WSCA/NASPO PC Contracts 2009-2014
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Panasonic Computer Solutions Company
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[hereinafter "Participating State" or "Participating Entity" (if not a state)]

State of Delaware Contract GSS09133

Page 2 of 13

cost and expense and keep in force and effect during the term of this addendum, including all extensions, the minimum coverage limits specified below with a carrier rated "A minus" or better by AM Best. The Contractor shall carry Commercial General Liability and at least one of the other coverage depending on the type of service or product being delivered.

- a. Commercial General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
And
- b. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
2. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others,
3. Contractor's insurers shall endeavor to provide thirty (30) days' written notice of cancellation of any policies shall be required,
4. Before any work is done hereunder, the Certificate of Insurance, referencing the contract number stated herein, shall be filed with the State. The certificate holder is as follows:

Contract Administrator, Government Support Services

WSCA Master Price Agreement B27172

State of Delaware

100 Enterprise Place, Suite 4

Dover, DE 19904

Note: The State of Delaware shall not be named as an additional insured.

b). STATE OF DELAWARE BUSINESS LICENSE:

The Contractor shall either furnish Government Support Services with proof of State of Delaware Business Licensure or initiate the process of application where required. An

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State of Delaware
[hereinafter "Participating State" or "Participating Entity" (if not a state)]

State of Delaware Contract **GSS09133**

Page 3 of 13

application may be requested in writing to: Division of Revenue, Carvel State Building, RO. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8200 -- Public Service, (302) 577-8205 -- Licensing Department.

Information regarding the State of Delaware's decision to enter into this participating addendum will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

c). NON-PERFORMANCE:

In the event the Contractor does not fulfill its obligations under the terms and conditions of this agreement, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the Master Price Agreement and the price of open market product shall be the responsibility of the Contractor. Under no circumstances shall monies be due the Contractor in the event open market products can be obtained below contract cost. Any monies charged to the Contractor may be deducted from an open invoice.

d). ORDERING PROCEDURE:

The Contractor is required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. All correspondence shall reference the Master Price Agreement Number. The Contractor, its subcontractor(s) or assignee(s) must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State of Delaware's option, without imposing

PARTICIPATING ADDENDUM

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WSCA/NASPO PC Contracts 2009-2014

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MASTER PRICE AGREEMENT NUMBER B27172

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Panasonic Computer Solutions Company

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State of Delaware

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State of Delaware Contract **GSS09133**

Page 4 of 13

any additional fees, costs or conditions.

e). BILLING:

The Contractor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide The Master Price Agreement Number, ship to and bill to address, contact name and phone number.

f). FORMAL CONTRACT AND/OR PURCHASE ORDER:

No employee of the Contractor(s) is to begin any work prior to receipt of a State of Delaware Purchase Order signed by authorized representatives of the agency requesting service, properly processed through the State of Delaware Accounting Office. A purchase order, email, fax or State of Delaware's credit card shall serve as the authorization to proceed with work in accordance with the bid specifications and the special instructions, once it is received by the Contractor(s).

g). TERMINATION OF P.O.'s:

Termination for Cause - If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations, or if the Contractor violates any of the covenants, agreements, or stipulations of this addendum, the State of Delaware shall have the right to terminate the P. O. by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor in the performance of the P.O. shall, at the option of the Participating Entity, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Participating Entity.

Termination for Convenience - The State of Delaware may terminate the P.O. at any

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For**WSCA/NASPO PC Contracts 2009-2014****COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES****MASTER PRICE AGREEMENT NUMBER B27172**

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State of Delaware

[hereinafter "Participating State" or "Participating Entity" (if not a state)]

State of Delaware Contract **GSS09133**

Page 5 of 13

time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the department, become its property and the Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials which are usable to the Participating Entity.

h). RIGHTS AND OBLIGATIONS:

The rights and obligations of each party to this agreement shall not be effective, and no party shall be bound by the term of this agreement, unless and until a valid executed purchase order has been approved by the State of Delaware Secretary of Finance, and all reasonable procedures of the State of Delaware Department of Finance have been complied with. A separate purchase order shall be issued for every project.

i). TERMINATION OF CONTRACT:

Termination for Cause - If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner his obligations under this agreement after the Contractor has been given due written notification and a thirty (30) day cure period to remedy any such failure, or if the Contractor violates any of the covenants, agreements, or stipulations of this agreement, the State of Delaware shall thereupon have the right to terminate this agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this agreement shall, at the option of the Participating Entity, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the Participating Entity.

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014

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MASTER PRICE AGREEMENT NUMBER B27172

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Panasonic Computer Solutions Company

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State of Delaware

[hereinafter "Participating State" or "Participating Entity" (if not a state)]

State of Delaware Contract **GSS09133**

Page 6 of 13

Termination for Convenience - The State of Delaware may terminate this agreement at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, supplies, and other materials shall, at the option of the Participating Entity, become its property and the Contractor shall be entitled to receive compensation for any satisfactory work completed on such documents and other materials, and which is usable to the Participating Entity.

j). REMEDIES:

Except as otherwise provided in this Participating Addendum, all claims, counterclaims, disputes, and other matters in question between the State of Delaware and the Contractor arising out of, or relating to, this addendum, or a breach of it may be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of Delaware.

k). CONTRACTOR EMERGENCY RESPONSE POINT OF CONTACT:

The Contractor shall provide a manned emergency group with established emergency processes and procedures available at an 800 number that can be contacted twenty-four (24) hours a day, seven (7) days a week for response in the event of a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the State of Delaware Emergency Operations Plan dated December 1, 2006.

l). CONFIDENTIALITY AND DATA INTEGRITY:

The State of Delaware, Department of Technology and Information is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored; e.g., electronic data,

PARTICIPATING ADDENDUM
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WSCA/NASPO PC Contracts 2009-2014
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MASTER PRICE AGREEMENT NUMBER B27172
Between
Panasonic Computer Solutions Company
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State of Delaware
[hereinafter "Participating State" or "Participating Entity" (if not a state)]

State of Delaware Contract **GSS09133**

Page 7 of 13

computer output microfilm (COM), tape, or disk. Computer programs developed to process State agency data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information.

The Contractor and the State of Delaware shall sign a mutually agreeable Non-Disclosure Agreement (NDA). The mutual NDA shall safeguard the confidentiality and integrity of each party's confidential information. If the Contractor utilizes service partners or service alliances in the performance of work, the Contractor may be required to secure an applicable signed confidentiality statement from such service providers prior to their beginning work

m). SECURITY:

Computer, network, and information security is of paramount concern for the State of Delaware and the Department of Technology and Information. The State of Delaware wants to ensure that computer/network hardware and software does not compromise the security of its IT infrastructure. The SANS Institute and the FBI have released a document describing the Top 20 Internet Security Threats. The document is available at www.sans.org/top20.htm for your review. Provided the purchasing agent orders the appropriate commercially available security software to be factory-loaded, the Contractor will make commercially reasonable efforts to provide PANASONIC COMPUTER SOLUTIONS COMPANY-branded systems that are, at the time of shipment, free of the applicable vulnerabilities listed in that document.

n). PAYMENT OF TAXES:

The State of Delaware is tax exempt. Payments of taxes for any money received by the Contractor under this agreement shall be the Contractor's sole responsibility. If any

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

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Panasonic Computer Solutions Company

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State of Delaware

[hereinafter "Participating State" or "Participating Entity" (if not a state)]

State of Delaware Contract **GSS09133**

Page 8 of 13

Participating Entity authorized to purchase under this agreement is not exempt from sales, gross receipts, or local option taxes for the transaction, the Contractor shall be reimbursed by the Participating Entity to the extent of any tax liability assessed.

o). NON-APPROPRIATION:

In the event the General Assembly fails to appropriate the specific funds necessary to enter into or continue the contractual agreement, in whole or part, the agreement shall be terminated as to any obligation of the State of Delaware requiring the expenditure of money for which no specific appropriation is available at the end of the last fiscal year for which no appropriation is available or upon the exhaustion of funds.

p). SOVEREIGN IMMUNITY:

The State of Delaware does not waive its sovereign immunity by entering into this agreement and fully retains all immunities and defenses provided by law with regard to any action based on this agreement.

q). ANTITRUST:

By entering into a Contract, the Contractor agrees to consider, in the Contractor's Discretion, all causes of action it may now have or hereafter acquire under the antitrust Laws of the United States and the State of Delaware, relating to the particular goods or services purchased or acquired by the State of Delaware under said contract. For any Cause of action taken herein by Contractor, the State of Delaware, at the State of Delaware's Discretion, may participate in any such action. In the event that Contractor desires to participate in such action; the Contractor shall not oppose the State's request to join such action so long as the interests/positions of the State of Delaware are not adverse to the interests/positions on the Contractor.

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

WSCA/NASPO PC Contracts 2009-2014**COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES****MASTER PRICE AGREEMENT NUMBER B27172**

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State of Delaware Contract **GSS09133**

Page 9 of 13

r). PAYMENT:

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. **PANASONIC COMPUTER SOLUTIONS COMPANY Corporation, Inc. must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees.**

4. Continuation of Participation from WSCA/NASPO PC Contracts 2004-2009:

To the extent permitted by the laws and rules of the state in which an individual participating entity is located, valid participating addenda for the WSCA/NASPO PC Contracts 2004-2009 are hereby extended to include participation in the WSCA/NASPO PC Contracts 2009-2014 under the same terms and conditions in the current participating addendum.

If re-execution of a participating addendum or amendment to an existing participating addendum is required by a participating entity, the authorization to participate in the WSCA/NASPO PC Contracts 2004-2009 is sufficient to permit participation in the WSCA/NASPO PC Contracts 2009-2014, unless specifically denied by the appropriate chief state procurements official.

5. Lease Agreements

Leasing is authorized under this Addendum.

6. Primary Contacts

The primary government contact individuals for this Addendum are as follows (or their named successors):

Lead State

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For**WSCA/NASPO PC Contracts 2009-2014****COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES****MASTER PRICE AGREEMENT NUMBER B27172**

Between

Panasonic Computer Solutions Company

[hereinafter "Contractor"]

and

State of Delaware

[hereinafter "Participating State" or "Participating Entity" (if not a state)]

State of Delaware Contract **GSS09133**

Page 10 of 13

Name: Bernadette Kopischke
Address: 112 Admin Bldg, St Paul, MN 55155
Telephone: (651) 201-2450
Fax: (651) 297-3996
E-mail: bernie.kopischke@state.mn.us

Contractor

Name: Michelle Chapin
Address: 21473 Glebe View Dr., Ashburn, VA 20148
Telephone: 973-303-7787
E-mail: michelle_chapin@us.Panasonic Computer Solutions Company.com

Participating State

Name: Sandy McKinley
Address: Government Support Services
100 Enterprise Place, Suite # 4
Dover, DE 19904-8202
Telephone: (302) 838-8067
Fax: (302) 739-3779
E-mail: sandy.mckinley@state.de.us

7. Servicing Subcontractors:

Only those Panasonic Computer Solutions Company Authorized Resellers and service providers listed on the Panasonic Computer Solutions Company WSCA website are eligible to support the Master Price Agreement as approved by the Participating Entity. Panasonic Computer Solutions Company Resellers will vary by State.

All orders are to be issued directly to: Panasonic Computer Solutions Company Authorized Reseller

PARTICIPATING ADDENDUM
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WSCA/NASPO PC Contracts 2009-2014
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MASTER PRICE AGREEMENT NUMBER B27172
Between
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State of Delaware Contract **GSS09133**

Page 11 of 13

And all payments are to be issued to: Panasonic Computer Solutions Company
Authorized Reseller

8. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

All purchase orders issued by purchasing entities within the jurisdiction of this Addendum must include the Participating State contract number: GSS09133; and the Master Price Agreement Number: B27172

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

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For**WSCA/NASPO PC Contracts 2009-2014****COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES****MASTER PRICE AGREEMENT NUMBER B27172**

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and

State of Delaware

[hereinafter "Participating State" or "Participating Entity" (if not a state)]

State of Delaware Contract **GSS09133**

Page 12 of 13

or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

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

State of Delaware**Panasonic Computer Solutions Co.**

Name: William W. Pickrum

Title: Deputy Director

Government Support Services

Date: _____

Name: James KingTitle: Vice PresidentDate: 8/1/09**Signatures as required by State Statutes, Rules or Policies**