

MHEC/Global Gov Ed and/or CompUSA B2B  
Master Price Agreement  
Effective August 1, 2009 through June 30, 2012

Global Government and Education Solutions and/or CompUSA B2B, (“Global Gov Ed and/or CompUSA B2B”) located at 6990 US Route 36, Fletcher, OH 45326 USA, and the Midwestern Higher Education Commission (MHEC) located at 1300 South Second Street, Suite 130, Minneapolis, Minnesota, 55454 on behalf of the Eligible Organizations located in the MHEC member states enter into this MHEC/Global Gov Ed and/or CompUSA B2B Master Price Agreement (Master Agreement), subject to the terms and conditions herein, effective this August 1, 2009 (Effective Date). For purposes of this Master Agreement Global Gov Ed and/or CompUSA B2B and MHEC are referred to collectively as the Parties or individually as Party.

## 1. Definitions

**Authorized Reseller:** refers to resellers authorized by Global Gov Ed and/or CompUSA B2B to resell Global Gov Ed and/or CompUSA B2B products and services. Global Gov Ed and/or CompUSA B2B will list Authorized Resellers on an internet site accessible to MHEC, its Member States and Eligible Organizations. Global Gov Ed and/or CompUSA B2B will provide to MHEC the certification criteria used to authorize resellers. At any time during the term of this Master Agreement should MHEC protest the inclusion of a firm on this list for cause, Global Gov Ed and/or CompUSA B2B will require that firm to undergo recertification.

**Documentation:** refers to the license made available by Global Gov Ed and/or CompUSA B2B to Procuring Eligible Organization of documentation relating to any Equipment or Software as well as any manuals relating to the Equipment or Software.

**Eligible Organizations:** This Master Agreement shall be made available to all Eligible Organizations. Eligible Organizations shall include:

- all not-for-profit private and public institutions and/or systems of higher education (colleges, universities, community colleges, technical institutions and equivalent institutions) located in a Member State;
- all K-12 schools and school districts located in a Member State;
- all city, county, and other local governments located in a Member State
- all state governments and their departments of Member States
- faculty, staff and students of the above categories
- Eligible Organizations located in a Member State that terminates its association with the Compact will no longer be eligible under this Master Agreement to purchase pursuant to this Master Agreement. Termination by any Member State shall not prohibit or restrict Global Gov Ed and/or CompUSA B2B from negotiating or contracting with such Member State or entity within such Member State outside the Compact. MHEC shall promptly notify Global Gov Ed and/or CompUSA B2B in writing of the termination of any Member States’ membership in the Compact. If any Member State so terminates its membership in the Compact, such termination shall not effect the validity or enforceability of or constitute a default under any purchase order then in effect with any Procuring Eligible Organization. Similarly, MHEC shall promptly notify Global Gov Ed and/or CompUSA B2B if other states join the

Compact after which such states shall be deemed to be Member States for purposes of this Master Agreement.

- The above categories of organization for all states in each of the other regional education compacts (WICHE, SREB, and NEBHE) who choose to participate in this contract by Addendum as agreed to by the signatories of this contract.

**Equipment:** refers to Global Gov Ed and/or CompUSA B2B's full line of new or refurbished equipment and components made available for sale by Global Gov Ed and/or CompUSA B2B to Eligible Organizations under this Master Agreement.

**Large Order Negotiated Prices:** refers to the price offered to specific Eligible Organizations under defined additional terms and conditions. Selection and pricing of large order negotiated prices shall be by mutual agreement of the Eligible Organization and Supplier. Large Order Negotiated Prices shall apply only to those items that meet the applicable additional terms and conditions negotiated by Supplier and the Eligible Organization.

**Member State:** refers to any state that is a member, or an affiliate member, of the Midwestern Higher Education Compact. The current Member States are Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota and Wisconsin. MHEC shall promptly notify Global Gov Ed and/or CompUSA B2B if any other states join the Compact and thereby become a Member State for purposes of this Master Agreement.

**Order:** refers to an Eligible Organization's purchase order or other ordering document evidencing its intent to procure Products or Services from Supplier under the terms and conditions of this Master Agreement.

**Price Agreement:** refers to an indefinite quantity contract, which requires Global Gov Ed and/or CompUSA B2B to furnish Products or Services to a Procuring Eligible Organization that issues a valid Order document.

**Procuring Eligible Organization:** refers to an Eligible Organization which desires to purchase under this Master Agreement and has executed an Order.

**Products:** refers to the full product line of Equipment, Software and Documentation that Global Gov Ed and/or CompUSA B2B makes available.

**Product List:** refers to the complete list of Products and the corresponding prices for those Products made available for purchase by Eligible Organizations under this Master Agreement. The Product List contains an item number, item description and the maximum price for each Product. The Product List is set forth as Exhibit A and may be modified from time to time pursuant to the terms and conditions of this Master Agreement.

**Promotion Prices:** refers to prices that are offered nationally or regionally to a specific category of customers intended to include Eligible Organizations for defined time periods under defined terms and conditions.

**Services:** refers to the services offered by Supplier under this Master Agreement, including pre-sales Assessment, Installation and Implementation Assistance, Technical Support and Training.

**Services List:** refers to the complete list of Services and the corresponding prices for those Services made available for purchase by Eligible Organizations under this Master Agreement. The Services List contains an item number, item description and the maximum price for each service. Where travel is necessary to perform the Services,

additional reasonable costs may be levied. The Service List is set forth as Exhibit B and may be modified from time to time pursuant to the terms and conditions of this Master Agreement.

**Software:** refers to Global Gov Ed and/or CompUSA B2B's full offerings of software and firmware (including third-party software and firmware) licenses made available to Procuring Eligible Organization under this Master Agreement. Software shall include updates, upgrades, maintenance releases, revisions and enhancements to the licensed software. Software may include source code under certain conditions and may be covered by additional external agreements such as the GNU General Public License.

**Supplier:** Global Gov Ed and/or CompUSA B2B or Authorized Reseller.

**Third Party Product:** All products not manufactured by Systemax Mfg Inc.

## 2. Scope of Work

Procuring Eligible Organizations shall purchase from Supplier, and Supplier shall distribute to Procuring Eligible Organizations Products and Services in accordance with the terms of this Master Agreement. All Eligible Organizations are qualified to purchase under this Master Agreement, including those Eligible Organizations currently under a separate agreement with Supplier. This Master Agreement is a Price Agreement.

Accordingly, Supplier shall provide Products or Services only upon the issuance and acceptance by Supplier of a valid Order. Orders may be issued to purchase any Products listed on the Product List or for any Services listed on the Services List. A Procuring Eligible Organization may purchase any quantity of Products or Services listed in Global Gov Ed and/or CompUSA B2B's Product List and Services List at the prices stated therein. For Large Order Negotiated Prices, Supplier and Eligible Organization may negotiate quantity discounts below the Product and Services List price(s) for a given purchase order. As it sees fit, Supplier may offer under this Master Agreement Promotional Price discounts that result in prices below those listed in the Product Price List and the Services Price List. Global Gov Ed and/or CompUSA B2B is solely responsible for fulfillment of the responsibilities under the terms and conditions of this Master Agreement.

MHEC shall not be liable for any Eligible Organization that executes an Order under this Master Agreement. An Eligible Organization shall not be responsible for any other Eligible Organization that executes its own Order under this Master Agreement.

## 3. Purchasing Under Master Agreement

- A. **Products:** Procuring Eligible Organization shall purchase from Supplier the Products listed on the Product List under the terms and conditions of this Master Agreement by delivering to Supplier an Order. The Order should include: (i) Procuring Eligible Organization by name and address; (ii) the quantity, and description of the Product that Procuring Eligible Organization desires to purchase or license; (iii) the price of the Product in accordance with this Master Agreement; (iv) the "bill-to" address; (v) the "ship-to" address; (vi) the requested delivery dates and shipping instructions; (vii) a contact name and telephone number; and (viii) reference to this Master Agreement. Supplier must not substitute any item(s) that has been ordered by the Procuring Eligible Organization using this contract without the prior written or electronic approval by the appropriate purchasing officer of the Procuring Eligible Organization.

The substitute item must be at the same or better technology level than the original product ordered, and pricing at the same or lower price. Failure to comply may result in return of merchandise at Supplier's expense.

- B. **Services:** Procuring Eligible Organization shall purchase Services from Supplier under the terms and conditions of this Master Agreement by delivering to Supplier an Order. The Order should include: (i) Procuring Eligible Organization by name and address; (ii) the description of the Service (s) that Procuring Eligible Organization desires Supplier to perform; (iii) the price of the Service in accordance with this Master Agreement; (iv) the "bill-to" address; (v) the requested performance dates; (vi) a contact name and telephone number; and (vii) reference to this Master Agreement.
- C. Each Order that is accepted by Supplier will become a part of the Agreement as to the Products and/or Services listed on the Order only; no additional terms or conditions will be added to this Agreement as a result of the acceptance of the Order, nor will such terms affect any purchase. An Order from an Eligible Organization accepted by Supplier constitutes a binding contract.
- D. All Products furnished will be subject to acceptance pursuant to the terms and conditions of Section 7.A ("Acceptance") by Procuring Eligible Organization after delivery. No substitutions or cancellations are permitted without approval of the Procuring Eligible Organization. Nothing in this Section precludes any agreements for the use of electronic purchase orders.
- E. Procuring Eligible Organization may request in writing changes to an Order ("Change Request") that Supplier has previously accepted. In response to a Change Request, Supplier will provide written quotations to Procuring Eligible Organization, including any changes to prices, license fees, shipment or completion dates. A Change Request is a separate Order subject to the terms and conditions of this Master Agreement and Global Gov Ed and/or CompUSA B2B's change order process.
- F. Supplier will accept a purchasing card for order placement in addition to accepting a purchase order.
- G. When equipment purchased on this contract requires installation, the Supplier must provide the cost of installation as a separate line item on their quotation. The installation cost must include all packing, freight, insurance, set-up, instruction, and operation manual charges. Equipment must be set in place in an area designated by Procuring Eligible Organization personnel, demonstrated to be in operating condition, and approved by Procuring Eligible Organization personnel. All debris must be removed from the Procuring Eligible Organization's premises and properly disposed of by the Supplier. Upon installation all operating instructions, and a minimum of 2 operating and maintenance manuals, should be furnished to Procuring Eligible Organization's personnel identified on the purchase order.

#### **4. Quantity Guarantee**

This Master Agreement is not a purchase order, nor does it guarantee any purchases to be made by any Eligible Organization. This Master Agreement is not an exclusive agreement. MHEC and Eligible Organizations may obtain computer hardware products and services from other sources during the term of the Master Agreement.

## 5. Master Agreement Term

This Master Agreement will be formed upon execution by the Parties, and shall remain in effect, unless otherwise terminated pursuant to the terms of the Master Agreement, for a period of three (3) years from the Effective Date. The Master Agreement may be mutually renewed for four (4) additional one-year terms unless terminated pursuant to the terms of this Agreement.

## 6. Order of Precedence

Where the terms and conditions of this Master Agreement are in conflict with an Eligible Organization's state and/or institutional laws or regulations, the Eligible Organization and Global Gov Ed and/or CompUSA B2B may enter into an addendum to amend the terms and conditions of the Master Agreement to conform to the Eligible Organization's state and/or institutional laws or regulations. Likewise, a Procuring Eligible Organization and Global Gov Ed and/or CompUSA B2B may enter into an addendum to supplement or modify this Agreement for specific Products or Services. The terms and conditions of the addendum shall only be applicable between the Eligible Organization that entered into the addendum and Global Gov Ed and/or CompUSA B2B.

In the event of any conflict among these documents, the following order of precedence shall apply:

- A. executed addendum between Eligible Organization and Global Gov Ed and/or CompUSA B2B
- B. the terms and conditions of this Master Agreement or any addenda to this Master Agreement between MHEC and Global Gov Ed and/or CompUSA B2B
- C. exhibits to this Master Agreement
- D. the list of Products and Services contained in the Order

## 7. Payment Provisions

- A. **Acceptance.** (1) Products: Unless otherwise agreed upon by Procuring Eligible Organization and Supplier, within thirty (30) days from the date of delivery, the Procuring Eligible Organization shall accept or reject the Products for which installation by Supplier is not needed. For Products for which installation by Supplier is required, and unless otherwise agreed upon by Procuring Eligible Organization and Supplier, the Procuring Eligible Organization shall accept or reject the Products within thirty (30) days of Supplier's completion of installation and verification tests, and issuance to Procuring Eligible Organization an installation verification certificate. Unless Procuring Eligible Organization is otherwise notified in the case of third party equipment at the time of quote or as indicated on compusa.com or globalgov.com, Supplier shall accept return of all Products for up to thirty (30) days from date of delivery or installation when Supplier is performing the installation with Eligible Organization paying only the return shipping. Products shall be invoiced upon delivery or installation when Supplier is performing the installation. (2) Services: Unless otherwise agreed to by Procuring Eligible Organization and Supplier, within thirty (30) days from completion of Services, Procuring Eligible Organization shall accept or reject the Services. Services shall be invoiced upon completion unless otherwise specified on the Order.

- B. **Payment of Invoice.** Invoices shall be submitted to the Procuring Eligible Organization at each and any address supplied by the Procuring Eligible Organization. Vendor shall not demand or assume a single invoicing address for each such institution unless that is the desire of the institution.. Payments shall be remitted to Supplier at the address shown on the invoice. Payment shall be tendered to Supplier within thirty (30) days of the date of the invoice. After the thirtieth (30) day from the date of the invoice, unless mutually agreed to, interest shall be paid on the unpaid balance due to Supplier at the rate of one and one-half percent (1½) per month. The Procuring Eligible Organization shall make a good faith effort to pay within thirty (30) days after the date of the invoice.
- C. **Dispute Notice.** Procuring Eligible Organization shall notify Supplier of any billing discrepancies or disputes about an invoice within ten (10) days after receiving it, specifying with particularity the basis of any such dispute (“Dispute Notice”) or in accordance with the applicable state laws of the Procuring Eligible Organization. Tender of a Dispute Notice does not relieve Procuring Eligible Organization of its obligations to pay the undisputed portion of any invoice subject to a Dispute Notice. Any amounts that were the subject of a Dispute Notice and are subsequently resolved in favor of Supplier will be subject to interest charges accruing from the original due date.
- D. **Partial Shipment.** In the event an order is shipped incomplete (partial), the Procuring Eligible Organization must pay for each shipment as invoiced by Supplier unless the Procuring Eligible Organization has clearly specified “No Partial Shipment” on each purchase order.
- E. **Payment of Taxes.** The price listed under this Master Agreement do not include, and Procuring Eligible Organization shall reimburse Supplier for, any and all taxes and/or duties assessed against or payable by Supplier in connection with the sale of Equipment, licensing of Software or Documentation, or performance of Services except for taxes imposed upon Global Gov Ed and/or CompUSA B2B’s net income. Unless the Procuring Eligible Organization provides a proof of tax exemption, taxes will be additive to the contracted price.

## 8. Shipping

Global Gov Ed and/or CompUSA B2B shall ship the Products F.O.B. destination. Title to Products shall pass to Procuring Eligible Organization upon Acceptance. Risk of loss or damage to the Products shall pass to Procuring Eligible Organization upon delivery to the Procuring Eligible Organization. Global Gov Ed and/or CompUSA B2B shall bear the risk of loss with respect to returned Products except for loss or damage directly attributable to the negligence of the Eligible Organization. All equipment ordered must be shipped fully configured with the required memory, components, and selected or specified operating system. Many Eligible Organizations are committed to promote environmentally sound procurement, usage and disposal methods which are in compliance with State, County, and Municipal regulations. Many Eligible Organizations have a recycling program for starch and Styrofoam packing peanuts. Our preference is to receive starch peanuts whenever possible. The Supplier shall not use INSTAPAK™ or mix starch and Styrofoam peanuts under any circumstances. Each product shall be

separately pre-packed in accordance with commercially accepted methods. Small products may be packaged in protective envelopes (Mail-Lite or Bubble-Jet packs).

## **9. Product Delivery**

- A. Unless otherwise agreed to by Procuring Eligible Organization and Supplier, Supplier agrees to deliver Products to Procuring Eligible Organization within thirty (30) days after receipt of a valid Order. If delivery cannot be made within thirty (30) calendar days, Supplier will notify Procuring Eligible Organization within five (5) business days following Order placement, and Procuring Eligible Organization can cancel the order by written, electronic, or facsimile notification. Failure of the Supplier to adhere to delivery schedules as specified or to promptly replace defective product shall render the Supplier liable for all costs in excess of the contract price when alternate procurement is necessary. Suppliers need note that all locations of any particular Eligible Organization may not be within the MHEC region.
- B. If deliveries prove to be unsatisfactory, or other problems arise, MHEC reserves the right to delete product or services from the Master Agreement and/or cancel Master Agreement for cause. Similarly, if deliveries prove to be unsatisfactory or other problems arise under the agreement for a Procuring Eligible Organization, the Procuring Eligible Organization retains all of its remedies for a default. Failure of the Procuring Eligible Organization to exercise its rights of termination for cause or other remedies for default due to a Supplier's failure to perform as required in any instance shall not constitute a waiver of termination rights or other default remedies in any other instance.
- C. Suppliers may choose to deliver products electronically where practicable. This option must be under the independent control of each Procuring Eligible Organization.

## **10. Price Guarantees**

The Procuring Eligible Organization shall pay the lower of the prices contained in the Product List or an Announced Promotion Price or Large Order Negotiated Price (provided that, with respect to the applicability of Large Order Negotiated Prices, such Procuring Eligible Organization is a party to the Large Order Negotiated Price negotiations and the purchase is part of the project for which the Large Order Negotiated Price was negotiated).

Global Gov Ed and/or CompUSA B2B shall not sell Products or Services to Eligible Organizations at prices higher than those awarded via this Master Agreement, and in instances where this provision is applied, this Master Agreement shall be referenced in the Supplier's invoice.

## **11. Product List**

Global Gov Ed and/or CompUSA B2B agrees to maintain the Product List in accordance with the following provisions:

- A. The Product List prices for all Equipment, Software and Documentation will conform to the Product List provided to MHEC and set forth as Exhibit A. Except as set forth in Section 10, "Price Guarantees", the pricing methodology set forth in the Product List shall not change during the initial twelve (12) months of the Master Agreement.

Thereafter, prices are subject to change with thirty (30) days prior written notice to MHEC. The year-over-year price increase on the Product List, if any, will not exceed the year-over-year percentage increase as reflected in Global Gov Ed and/or CompUSA B2B's published academic price list but in no event will the increase exceed 2%.

- B. Should the list price of a Product on Global Gov Ed and/or CompUSA B2B's academic price list price decrease at any time during this Master Agreement, Global Gov Ed and/or CompUSA B2B agrees to a similar price reduction on this Master Agreement's Product List for the same Product, prior to the Administrative Fee set forth in Paragraph 36 of this Master Agreement.
- C. For all Products on the Product List, any price reductions that occur from the time of submission of an Order by Procuring Eligible Organization to Product delivery must be passed on to the Procuring Eligible Organization that issued the Order.
- D. Global Gov Ed and/or CompUSA B2B shall add new product(s) to the Product List when new product(s) shall become available for sale by Global Gov Ed and/or CompUSA B2B. The pricing for all new Products shall incorporate, to the extent possible, similar or comparable price discount levels provided herein, as agreed by the Parties.
- E. MHEC Eligible Organizations require a managed environment and a guaranteed minimum product lifecycle of 10 months or longer:
  - Products that cannot meet the 10-month minimum lifecycle replacement must be clearly noted in the published product description.
  - Optional components that are add-on items at the time of purchase (e.g., additional hard drives) are exempt from the 10-month minimum lifecycle requirement.
  - Product cannot change or be upgraded during the entire lifecycle period for any reason other than end-of-life issues (e.g., swapping of processor, motherboard, etc. is prohibited). If a product will be discontinued within the given refresh period, MHEC must be notified in writing, **before** the refresh period begins, with an explanation of when and why the change will be necessary. An exception process is available for circumstances that affect all manufacturers (e.g., natural disaster affecting production or shipping).
- F. Equipment bid shall be new, current models manufactured with 100% new OEM parts. All products should be offered in current production as of the date of the award. For purpose of this contract "current production" shall mean that the equipment model is being manufactured as new equipment for the United States market. Global Gov Ed and/or CompUSA B2B will delete obsolete and discontinued Products from the Product List on a timely basis.
- G. Country of manufacture and country of assembly will be indicated on the Product or its packaging.
- H. The Product List shall be maintained by Global Gov Ed and/or CompUSA B2B on an Internet web site. Notification of specific changes to this list shall be provided to MHEC within thirty (30) days of modification. Failure to comply with the requirements in this Paragraph 11, Product List, will be grounds for action to be taken against Global Gov Ed and/or CompUSA B2B, including termination.

- I. The Product List may be made available by Global Gov Ed and/or CompUSA B2B at no cost to Eligible Organizations for inclusion in an electronic purchasing system.
- J. Prices, for Systemax branded product, will be F.O.B. destination (interior/ground floor or inside dock), and freight pre-paid and allowed, to any and all locations of the Procuring Eligible Organization. Prices must include all packing, freight, insurance charges and installation/operation manuals. Other products will indicate actual shipping charges for each item at checkout on the web portal.
- K. Specific geographic restrictions on the availability of Products must be noted on the Product List.

## **12. Services List**

Global Gov Ed and/or CompUSA B2B agrees to maintain the Service List in accordance with the following provisions:

- A. The Service List prices for all Services will conform to the Service List provided to MHEC and set forth as Exhibit B. Except as set forth in Section 10, "Price Guarantees", the discount percentage set forth in the Service List shall not decrease during the initial twelve (12) months of the Master Agreement. Thereafter, prices are subject to change with thirty (30) days prior written notice to MHEC. The year-over-year price increase on the Service List, if any, will not exceed the year-over-year percentage increase as reflected in Global Gov Ed and/or CompUSA B2B's published academic price list but in no event shall exceed 5%.
- B. Should the list price of a Service on Global Gov Ed and/or CompUSA B2B's academic price list price decrease at any time during this Master Agreement, Global Gov Ed and/or CompUSA B2B agrees to a similar price reduction on this Master Agreement's Services List for the same Service, prior to the Administrative Fee set forth in Paragraph 36 of this Master Agreement.
- C. The Service List shall be maintained by Global Gov Ed and/or CompUSA B2B on an Internet web site. Notification of specific changes to this list shall be provided to MHEC within thirty (30) days of modification. Failure to substantially comply with the requirements in this Paragraph 12, Service List, will be grounds for action to be taken against Global Gov Ed and/or CompUSA B2B, including termination.
- D. The Services List may be made available by Global Gov Ed and/or CompUSA B2B at no cost to Eligible Organizations for inclusion in an electronic purchasing system.
- E. Specific geographic restrictions on the availability of Services must be noted on the Services List.
- F. Global Gov Ed and/or CompUSA B2B agrees to make available maintenance services to meet the Procuring Eligible Organization's ongoing performance requirement for as long as the Procuring Eligible Organization utilizes the equipment. Such services shall be available in accordance with Global Gov Ed and/or CompUSA B2B's generally listed prices, but shall in no event exceed current prices plus 5% per year for each year after the date of acceptance of the Product(s).
- G. Global Gov Ed and/or CompUSA B2B may offer a direct or indirect leasing program as a financial Service under separate agreement.

### **13. License**

- A. Global Gov Ed and/or CompUSA B2B agrees to pass through to Procuring Eligible Organization all rights in the licenses or sublicenses Global Gov Ed and/or CompUSA B2B has secured or subsequently will secure from software publishers, and warrants and represents that it has the right to grant to Procuring Eligible Organization the software licenses or sublicenses made available under this Master Agreement, and to provide all related materials and services, without violating any rights of any third party
- B. If a separate license agreement exists between Procuring Eligible Organization and the manufacturer or owner of the Software, that license agreement will control and will apply according to its terms and conditions.

### **14. Warranties**

- A. Equipment: Subject to the terms of the warranty purchased with third party products (which terms will be passed through), Global Gov Ed and/or CompUSA B2B warrants that the Equipment shall be free from defects in material and workmanship under normal use and that the Equipment shall remain in good working order for a period of 12 months from the date of Acceptance by Procuring Eligible Organization as determined by Section 7A of this Master Agreement. If any Equipment is not as warranted in this Section, then (a) Procuring Eligible Organization shall obtain from Global Gov Ed and/or CompUSA B2B a return authorization number, and return the Equipment at Global Gov Ed and/or CompUSA B2B's expense, together with the authorization number and a detailed description of the problem, to Global Gov Ed and/or CompUSA B2B's designated repair facility; and (b) Global Gov Ed and/or CompUSA B2B shall repair or replace the Equipment and return it at Global Gov Ed and/or CompUSA B2B's expense to Procuring Eligible Organization's destination point. Global Gov Ed and/or CompUSA B2B shall assume the risk of loss or damage to any Equipment returned to Global Gov Ed and/or CompUSA B2B for repair or replacement from receipt thereof until delivery to Procuring Eligible Organization's destination point. If Global Gov Ed and/or CompUSA B2B ascertains that Equipment is not readily returnable for repair, then at its option, Global Gov Ed and/or CompUSA B2B may elect to repair or replace the Equipment at Procuring Eligible Organization's site. In such instances, Procuring Eligible Organization, at its expense, shall make the Equipment accessible for repair or replacement and shall be responsible for restoring the site after Global Gov Ed and/or CompUSA B2B has completed its repair or replacement. In repairing or replacing any Equipment or part of any Equipment under this warranty, Global Gov Ed and/or CompUSA B2B may use new, remanufactured, reconditioned, refurbished, or functionally equivalent Equipment or parts of Equipment. For any Equipment or parts thereof repaired, replaced or corrected under this Section, the warranty period applicable to the Equipment will continue for the longer of (i) the remainder of the original warranty period or (ii) thirty (30) days after the date of Acceptance of the repaired or replaced Equipment. If, Global Gov Ed and/or CompUSA B2B determines that it cannot, in a commercially reasonable manner repair or replace any Equipment, then Global Gov Ed and/or CompUSA B2B may, in its sole discretion, refund to Procuring Eligible

Organization the price of the Equipment, less a reasonable adjustment for beneficial use. Global Gov Ed and/or CompUSA B2B may offer equipment with warranty options other than those stated in this section, but if a lesser warranty is offered it must be so noted on the invoice as a specific line item with a discount to the purchase price.

- B. Software: Global Gov Ed and/or CompUSA B2B warrants that the media, if any, on which the Software is delivered will be free of defects and that the Software will substantially conform to the descriptions contained in the applicable user documentation with respect to the particular Software purchased by Procuring Eligible Organization for a period of ninety (90) days after Acceptance of the Software by Procuring Eligible Organization as determined by Section 7A of this Master Agreement. If the media is defective and the Software is still commercially available, Global Gov Ed and/or CompUSA B2B shall repair or replace the defective media. If the Software does not substantially conform to the description contained in the applicable user documentation, Global Gov Ed and/or CompUSA B2B, at its option, shall correct the defects in the Software or refund to Procuring Eligible Organization the purchase amount paid to Global Gov Ed and/or CompUSA B2B for the defective Software, less a reasonable adjustment for beneficial use. In repairing or replacing any Software medium under this warranty, Global Gov Ed and/or CompUSA B2B may use new, remanufactured, reconditioned, refurbished, or functionally equivalent Software medium. The warranty period for the corrected Software via fixes and/or patches will be the remaining period of the original warranty period. The Software warranty shall include free firmware and software updates for all Software purchased by Procuring Eligible Organization under this Master Agreement.
- C. Services: Global Gov Ed and/or CompUSA B2B represents and warrants that the Services provided under this Master Agreement will be performed in a skillful, competent, timely, professional and workmanlike manner, and that the Global Gov Ed and/or CompUSA B2B employees, agents and contractors assigned to perform Services under this Master Agreement have the proper skill, training and background so as to be able to perform in a skillful, competent, timely, professional and workmanlike manner. The warranty period for Services is thirty (30) days from the date of Acceptance by Procuring Eligible Organization as determined by Section 7A of this Master Agreement. If Global Gov Ed and/or CompUSA B2B determines that it cannot, in a commercially reasonable manner correct any Services, then Global Gov Ed and/or CompUSA B2B may, in its sole discretion, refund to Procuring Eligible Organization the price of the Services less a reasonable adjustment for beneficial use.
- D. Third Party Products: Global Gov Ed and/or CompUSA B2B does not warrant Third Party Products. Any warranty provided on Third Party Product(s) is provided by the publisher or original manufacturer and may vary from product to product. Global Gov Ed and/or CompUSA B2B agrees to pass through to Procuring Eligible Organization all such warranties which shall be delivered to the Procuring Eligible Organization with the Third Party Product(s).

## 15. Termination

- A. At any time MHEC may terminate this Master Agreement, in whole or in part, by giving Global Gov Ed and/or CompUSA B2B ninety (90) days written notice; provided however, neither MHEC nor Eligible Organization has the right to terminate a specific Order for convenience after it has been issued if the Product is ultimately accepted. At any time, Global Gov Ed and/or CompUSA B2B may terminate this Master Agreement, in whole or in part, by giving MHEC ninety (90) days written notice. Such termination shall not relieve Global Gov Ed and/or CompUSA B2B of any warranty or other service obligations incurred under the terms of this Master Agreement.
- B. Either Party may terminate this Master Agreement for cause based upon material breach of the Master Agreement by the other Party, provided that the non-breaching Party shall give the breaching Party written notice specifying the breach and shall afford the breaching Party a reasonable opportunity to correct the breach. If within thirty (30) days after receipt of a written notice the breaching Party has not corrected the breach or, in the case of a breach that cannot be corrected in thirty (30) days, begun and proceeded in good faith to correct the breach, the non-breaching Party may declare the breaching Party in default and terminate the agreement effective immediately. The non-breaching party shall retain any and all remedies available to it under the law.
- C. In the event that either Party be adjudged insolvent or bankrupt by a court of competent jurisdiction, or upon the institution of any proceedings by or against it seeking relief, reorganization or arrangement under any laws relating to insolvency, or upon any assignment for the benefit of creditors, or upon the appointment of a receiver or trustee of any of its property or assets, or upon the liquidation, dissolution or winding up of its business, then and in any such event this Master Agreement may immediately be terminated or cancelled by the other Party hereto
- D. In the event this Master Agreement expires or is terminated for any reason, a Procuring Eligible Organization shall retain its rights in all Product and Services accepted prior to the effective termination date or ordered before the effective termination date and ultimately accepted.
- E. If Global Gov Ed and/or CompUSA B2B is unable to provide maintenance services pursuant to this Master Agreement and in the Procuring Eligible Organization's sole opinion is unlikely to resume providing maintenance services to meet the Procuring Eligible Organization's ongoing performance requirement, then Global Gov Ed and/or CompUSA B2B or its receiver or trustee shall provide the following items to the Procuring Eligible Organization.
  - a. All information necessary for the Procuring Eligible Organization to perform or to have such maintenance service performed including, but not limited to, logic diagrams, maintenance manuals, system and unit schematics.
  - b. A listing of suppliers capable of supplying necessary spare parts and equipment support.
  - c. Available information adequate to permit the Procuring Eligible Organization to have spare parts manufactured elsewhere.
  - d. A listing of spare parts and their frequency of use to enable the Procuring Eligible Organization to create a centralized inventory of spare parts.

To the extent permitted by applicable law, any information in items a. through d. above which is identified by Global Gov Ed and/or CompUSA B2B as proprietary information shall be maintained in confidence by the Procuring Eligible Organization except where disclosure to a third party is necessary in order for the Procuring Eligible Organization to continue the maintenance service; however, any third party to whom disclosure is made pursuant thereto shall agree to hold such proprietary information in confidence and to make no further disclosure thereof. Further, the Procuring Eligible Organization agrees that any such proprietary information shall be used solely to perform the Global Gov Ed and/or CompUSA B2B's obligations hereunder and shall be returned to Global Gov Ed and/or CompUSA B2B upon completion of such use.

## **16. Non-Appropriation**

This provision applies only to publicly funded Eligible Organizations. The terms of this Master Agreement and any Order issued for multiple years under this Master Agreement is contingent upon sufficient appropriations being made by the legislature or other appropriate governing entity. Notwithstanding any language to the contrary in this Master Agreement or in any purchase order or other document, Procuring Eligible Organization may terminate its obligations under this Master Agreement if sufficient appropriations are not made by the governing entity to pay amounts due for multiple year agreements. The Procuring Eligible Organization's decision as to whether sufficient appropriations are available shall be accepted by Global Gov Ed and/or CompUSA B2B and shall be final and binding.

A Procuring Eligible Organization shall provide sixty (60) days notice, if possible, of its intent to terminate this contract for non-appropriation. The Procuring Eligible Organization shall send to Global Gov Ed and/or CompUSA B2B a notice of its Governing Body's decision not to appropriate funds for the installment sale payments for the subsequent fiscal year. The notice shall also include a statement that the Procuring Eligible Organization was unsuccessful in finding another assignee within its own organization to continue the installment sale payments and that the Product or Service will not be replaced by a similar product during the ensuing fiscal year. Such termination shall relieve the Procuring Eligible Organization, its officers and employees from any responsibility or liability for the payment of any future Orders. However, all outstanding invoices from Global Gov Ed and/or CompUSA B2B will be paid by the Procuring Eligible Organization.

## **17. Records and Audit**

Global Gov Ed and/or CompUSA B2B agrees to maintain detailed records pertaining to the price of Services rendered and Products delivered for a period of six (6) years from the date of Acceptance of each Order. These records shall be subject to inspection by Procuring Eligible Organization and appropriate governmental authorities with Procuring Eligible Organization's state. The Procuring Eligible Organization shall have the right to audit billings either before or after payment. Payment under this Master Agreement shall not foreclose the right of the Procuring Eligible Organization to recover excessive or illegal payments.

### **18. Independent Contractor**

Global Gov Ed and/or CompUSA B2B and its agents and employees are independent contractors and are not employees of MHEC or any Eligible Organization. Global Gov Ed and/or CompUSA B2B has no authorization, express or implied to bind MHEC or any Eligible Organization to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent of MHEC or any Eligible Organization, except as expressly set forth herein. Nothing in this Master Agreement is intended, or shall be deemed, or construed to constitute a partnership or a joint venture between the Parties.

### **19. Patent, Copyright, Trademark and Trade Secret Indemnification**

Global Gov Ed and/or CompUSA B2B will indemnify, defend and hold MHEC and Eligible Organization harmless from a claim that any Service or Product provided to Eligible Organization pursuant to this Master Agreement infringes on another person's or entity's patent, copyright, trade secret or any other proprietary right of a third party. Global Gov Ed and/or CompUSA B2B will have no obligation under this section with respect to any Claim of infringement resulting from (a) Services performed, or Product provided, pursuant to Eligible Organization's specification or design; (b) an Eligible Organization's unauthorized modification of a Product; or (c) any combination, operation, or use of the Product with systems other than those provided by Global Gov Ed and/or CompUSA B2B to the extent that such a Claim is caused by such modification, combination, operation, or use of the Product. Following notice of a Claim or a threat of actual suit, Global Gov Ed and/or CompUSA B2B will, at its own expense and option, (1) resolve the claim in a way that permits continued ownership and use of the affected Product or Service; (2) provide a comparable replacement at no cost; or (3) in the case of a Product accept return of the Product, freight collect, and provide a reasonable depreciated refund and in the case of a Service, provide a refund less a reasonable adjustment for beneficial use.

### **20. Indemnification**

Global Gov Ed and/or CompUSA B2B will indemnify, protect, save and hold harmless MHEC and Eligible Organizations, as well as the representatives, agents and employees of MHEC and Eligible Organizations, from any and all claims or causes of action related to a claim of personal injury or damage to tangible property, including all attorneys' fees incurred by MHEC and/or Eligible Organizations, arising from the performance of the Master Agreement by Global Gov Ed and/or CompUSA B2B, Global Gov Ed and/or CompUSA B2B's agents, employees, or subcontractors. MHEC and/or Eligible Organization shall give Global Gov Ed and/or CompUSA B2B written notice, by registered mail, promptly after it becomes aware of any claim to be indemnified hereunder, and, subject to any legally required approval, including approval of state's attorney general, or consistent with applicable law permits Global Gov Ed and/or CompUSA B2B to control the defense of any such claim or action at Global Gov Ed and/or CompUSA B2B's own expense. MHEC and/or Eligible Organization agree that Global Gov Ed and/or CompUSA B2B may employ attorneys of its own choice to appear and defend the claim or action and that MHEC and/or Eligible Organization shall do nothing to compromise the defense of such claim or action or any settlement thereof and

shall provide Global Gov Ed and/or CompUSA B2B with all reasonable assistance that Global Gov Ed and/or CompUSA B2B may require.

## **21. Limitation of Liability**

Global Gov Ed and/or CompUSA B2B shall not be liable to MHEC or any individual Eligible Organization for any direct damages in excess of \$500,000 or the price of the Product or Service purchased hereunder, whichever is greater. The foregoing limitation does not apply to any indemnification obligations under this Master Agreement or to damages resulting from personal injury or property damage caused by Global Gov Ed and/or CompUSA B2B's negligence or willful misconduct. None of Global Gov Ed and/or CompUSA B2B, MHEC nor any Eligible Organization shall be liable for any special, indirect, incidental, consequential or punitive damages arising out of or relating to this Master Agreement, whether the claim alleges tortious conduct (including negligence) or any other legal theory.

## **22. Confidentiality**

- A. While Global Gov Ed and/or CompUSA B2B is providing Services hereunder, Eligible Organization or Global Gov Ed and/or CompUSA B2B may disclose to the other certain business information identified as confidential ("Confidential Information"). All such information shall be marked or otherwise designated as "Confidential" or "Proprietary". In order for such information to be considered Confidential Information pursuant to this Section 22 of the Master Agreement, it must conform to the data practices laws or similar type laws of the State in which the Eligible Organization is located or was founded. Information of a proprietary nature which is disclosed orally to the other party shall not be treated as Confidential Information unless it is stated at the time of such oral disclosure that such information is Confidential Information and such information is reduced to writing and confirmed as Confidential Information to the recipient within ten (10) days after oral disclosure. Both Eligible Organization and Global Gov Ed and/or CompUSA B2B agree that, with respect to Confidential Information it receives (as "Recipient") from the other (as a "Discloser") in connection with this Master Agreement or an Order pursuant to this Master Agreement, that it (i) will use such Confidential Information solely for the purposes contemplated by the Master Agreement or an Order placed under this Master Agreement, (ii) shall not use any such Confidential Information for any other purpose and in particular shall not so use such Confidential Information in any manner either to the detriment of the Discloser or for the benefit of the Recipient or any third party, and (iii) shall receive and hold such Confidential Information in trust and confidence for the benefit of the Discloser.
- B. Each Party will make reasonable efforts not to disclose the other Party's Confidential Information to any third party, except as may be required by law, unless such Confidential Information: (i) was in the public domain prior to, at the time of, or subsequent to the date of disclosure through no fault of the non-disclosing party; (ii) was rightfully in the non-disclosing party's possession or the possession of any third party free of any obligation of confidentiality; or (iii) was developed by the non-disclosing party's employees or agents independently of and without reference to any of the other party's Confidential Information. Confidential Information shall remain

the property of and be returned to the Discloser (along with all copies or other embodiments thereof) within fifteen (15) days of (a) the termination or completion of the Order under this Master Agreement, or (b) the earlier receipt by the Recipient from the Discloser of a written demand following a breach by Eligible Organization or Global Gov Ed and/or CompUSA B2B of this Master Agreement or an Order under this Master Agreement directing that Confidential Information described generally or specifically in such demand be returned to the Discloser .

- C. Notwithstanding anything to the contrary in this Agreement or amendment to this Master Agreement, both Eligible Organization and Global Gov Ed and/or CompUSA B2B agree to comply with the data practices or similar type laws of the State in which Eligible Organization is located or founded.

### **23. FERPA (and Other Privacy Laws)**

Where applicable Global Gov Ed and/or CompUSA B2B agrees to comply with the Family Education Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPPA), the Gramm-Leach Bliley Act (GLBA) and all other state and federal privacy laws; and agrees to implement and maintain safeguards to protect the security, confidentiality, and integrity of information it receives from Eligible Organization.

### **24. Amendments**

Except as provided for in Section 6, “Order of Preference”; Section 11, “Product List”; and Section 12 “Service List”; this Master Agreement shall only be amended by written instrument executed by the Parties.

### **25. Scope of Agreement**

This Master Agreement incorporates all of the agreements of the Parties concerning the subject matter of this Agreement, and all prior agreements have been merged into this Master Agreement. No prior agreements, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Master Agreement.

### **26. Invalid Term or Condition**

If any term or condition of this Master Agreement shall be held invalid or unenforceable, the remainder of this Master Agreement shall not be affected and shall be valid and enforceable.

### **27. Enforcement of Agreement**

A Party’s failure to require strict performance of any provision of this Master Agreement shall not waive or diminish that Party’s right thereafter to demand strict compliance with that or any other provision. No waiver by a Party of any of its rights under this Master Agreement shall be effective unless express and in writing, and no effective waiver by a Party of any of its rights shall be effective to waive any other rights.

## **28. Web Site Maintenance**

Global Gov Ed and/or CompUSA B2B agrees to maintain and support Internet website(s) for access to the Product List, Service List, Product descriptions, Product specifications, Service descriptions, Service specifications and other aids in accordance with instructions provided by MHEC. In addition, Global Gov Ed and/or CompUSA B2B will provide electronic commerce assistance for the electronic submission of purchase orders, purchase order tracking and reporting. Global Gov Ed and/or CompUSA B2B shall notify MHEC when there are additions and/or deletions made to the list of Authorized Resellers.

## **29. Equal Opportunity Compliance**

Global Gov Ed and/or CompUSA B2B agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the state in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, Global Gov Ed and/or CompUSA B2B agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Global Gov Ed and/or CompUSA B2B under this Master Agreement. If Global Gov Ed and/or CompUSA B2B is found to be not in compliance with these requirements during the life of this Master Agreement, Global Gov Ed and/or CompUSA B2B agrees to take appropriate steps to correct these deficiencies.

## **30. Compliance with Law**

Global Gov Ed and/or CompUSA B2B shall comply with all applicable laws and governmental regulations, which by their terms, apply to Global Gov Ed and/or CompUSA B2B's performance under an Order pursuant to this Master Agreement. Eligible Organization agrees to comply with all applicable laws and governmental regulations in connection with this Master Agreement. MHEC agrees to comply with all applicable laws and governmental regulations in connection with this Master Agreement.

## **31. Applicable Law**

A. As between Eligible Organization and Global Gov Ed and/or CompUSA B2B, this Master Agreement will be construed in accordance with, and its performance governed by the laws of the state in which the Eligible Organization resides. Venue for all legal proceedings arising out of this Master Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the state in which the Eligible Organization resides.

B. As between MHEC and Global Gov Ed and/or CompUSA B2B this Master Agreement will be construed in accordance and its performance governed by the laws of the state of Minnesota. Venue for all legal proceedings arising out of this Master Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the State of Minnesota.

C. As between Eligible Organization, MHEC, and Global Gov Ed and/or CompUSA B2B this Master Agreement will be construed in accordance with and its performance

governed by the laws of the state in which the Eligible Organization resides. Venue for all legal proceedings arising out of this Master Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the state in which the Eligible Organization resides.

**32. Conflict of Interest**

Global Gov Ed and/or CompUSA B2B warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Master Agreement.

**33. Assignment**

Neither Party shall sell, transfer, assign or otherwise dispose of the Master Agreement or any portion thereof or of any right, title, or interest herein without the prior written consent of the other Party. This consent requirement includes reassignment of this Master Agreement due to change in ownership, merger, or acquisition of a Party or its subsidiary or affiliated corporations. Nothing in this Section shall preclude Global Gov Ed and/or CompUSA B2B from employing a subcontractor in carrying out its obligations under this Master Agreement. Global Gov Ed and/or CompUSA B2B’s use of such subcontractors will not release Global Gov Ed and/or CompUSA B2B from its obligations under this Master Agreement.

**34. Survival**

Certain paragraphs of this Master Agreement including but not limited to Indemnification; and Limitation of Liability shall survive the expiration of this Master Agreement. Software licenses, warranty and service agreements, and non-disclosure agreements that were entered into under terms and conditions of this Master Agreement shall survive this Master Agreement.

**35. Notification**

A. **Between the Parties:** Whenever under the terms of this Master Agreement any notice is required or permitted to be given by one Party to the other, such notice shall be given in writing and shall be deemed to have been sufficiently given for all purposes hereof if given by facsimile or mail, postage prepaid, to the Parties at the addresses set forth below, or at such other address as the Parties may direct in writing from time to time:

<u>To MHEC:</u>	<u>To Global Gov Ed and/or CompUSA B2B :</u>
MHEC	Global Gov Ed
1300 South Second Street	6990 State Route 36
Suite 130	
Minneapolis, Minnesota 55454-1079	Fletcher, OH 45326
Attn: Grant Crawford	Attn: Renee Younker
Facsimile: 612-626-8290	Facsimile: 937-615-1876
	With copy to:
	CompUSA B2B

617 North Derby Lane
North Sioux City, SD 57049
Attn: Duane Wichman
Facsimile: 605-235-9001

Changes in the above information will be given to the other Party in a timely fashion.

- B. **To Eligible Organization:** Notices shall be sent to Eligible Organization’s business address. The term “business address” shall mean the “Bill to” address set forth in an invoice submitted to Eligible Organization.

**36. Administrative Reporting and Fees**

On a quarterly basis (where quarter one is January 1 – March 31 and the quarter one report is due by April 30), Global Gov Ed and/or CompUSA B2B will, in a timely manner, make available to MHEC reports and information generated by this Master Agreement, including but not limited to state-by-state and institution-by-institution information on sales volume and volume savings. The information and reports shall be accompanied with a check payable to the Midwestern Higher Education Commission for an amount equal to Two percent (2%) of the net Product and Service sales for that quarter period (the “Fee”). MHEC, from time to time and at its sole discretion, may change the percentage of the Fee it will receive as a result of this Master Agreement. Any change in the fee may also require a change in the Product List and Service List price.

**37. MHEC Not Liable For Eligible Organizations**

MHEC is not liable to Global Gov Ed and/or CompUSA B2B for the failure of any Eligible Organization to make any payment or to otherwise fully perform pursuant to the terms and conditions of an Order and/or the Master Agreement.

**38. Announcements and Publicity**

Any announcements and publicity given to MHEC (or an Eligible Organization) resulting from this Master Agreement must receive the prior approval of MHEC (or Eligible Organization). Global Gov Ed and/or CompUSA B2B will not make any representations of MHEC’s (or an Eligible Organization’s) opinion or position as to the quality of effectiveness of the Products, Supplies and/or Services that are the subject of this Master Agreement without the prior written consent of MHEC (or Eligible Organization).

**39. Marketing**

Global Gov Ed and/or CompUSA B2B will assist MHEC in developing and implementing appropriate marketing strategies including seminars, printed materials and a full service, on-line MHEC-specific web site to receive information on products, supplies, services and prices and to place Orders.

**40. Oversight Committee**

An Oversight Committee comprised of representatives of Eligible Organizations shall be appointed by MHEC to assist and support MHEC and Global Gov Ed and/or CompUSA B2B in developing and refining the implementation of this Master Agreement. This shall

include, but not be limited to, assistance with marketing strategies, representing the interests of Eligible Organizations in assuring quality and timely products and services; and to advise Global Gov Ed and/or CompUSA B2B on the effectiveness of its implementation progression. At the very least there will be an annual meeting between Global Gov Ed and/or CompUSA B2B and MHEC (and perhaps members of the Oversight Committee) to perform a contract health check; including items such as those above.

**41. Force Majeure.**

Neither Global Gov Ed and/or CompUSA B2B nor MHEC nor Procuring Eligible Organization shall be liable to each other during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control, which circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind); fire; war; act of a public enemy or terrorist; act of sabotage; epidemic; strike or other labor dispute; riot; piracy or other misadventure of the sea; embargo; inability to secure materials and / or transportation; or, a restriction imposed by legislation, an order or a rule or regulation of a governmental entity. If such a circumstance occurs, the Party unable to perform shall undertake reasonable action to notify the other Parties of the same.

**42. Sovereign Immunity.**

Notwithstanding anything to the contrary in this Master Agreement or Order under this Master Agreement, this Master Agreement shall not be construed to deprive a Eligible Organization of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions or limitations of liability applying to this Master Agreement or afforded by Eligible Organization's State to the Eligible Organization.

**43. Miscellaneous.**

All Parties to this Master Agreement may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Master Agreement that shall be considered an original and shall be admissible in any action to enforce this Master Agreement. Global Gov Ed and/or CompUSA B2B may accept this Master Agreement either by its authorized signature or a signed Order. Except as provided for in this Master Agreement, all changes to this Master Agreement must be made in writing signed by both Parties; accordingly any additional terms on the Procuring Eligible Organization's ordering documents shall be of no force or effect.

The Parties, by their representatives signing below, agree with the terms of this Master Agreement and further certify that their respective signatories are duly authorized to execute this Agreement.

**SIGNATURE PAGE FOLLOWS**

**Midwestern Higher Education  
Commission**

**Global Gov Ed and/or CompUSA  
B2B**

Signature: *Larry Isaak*

*Skip Murray*

Name: Larry Isaak

Skip Murray

Title: President

Director of Sales

Midwest Higher Education Compact

Global Gov Ed and/or CompUSA B2B

Address: 1300 South Second Street, Suite 130

6990 US RT 36 East

Minneapolis, Minnesota, 55454

Fletcher, Ohio 45326

Date: \_\_\_\_\_

August 10, 2009

Exhibit A – Product List

Product/Model/ Description	Alternate Pricing Arrangements (	Annual Cost of On Site Hardware Support	Annual Cost of Telephone Hardware Support
<b>Discounts based on Qty. 1</b>			
Entry Level Enterprise Desktop	Cost + 10%	1 Year Parts & Labor Warranty w/ 1 Year Onsite (Add \$19.99) 2 Year Parts & Labor Warranty w/ 2 Years Onsite (Add \$69.99) 3 Year Parts & Labor Warranty w/ 3 Years Onsite (Add \$129.99)	1 Year Parts & Labor Warranty (Included) 2 Year Parts & Labor Warranty (Add \$39.99) 3 Year Parts & Labor Warranty (Add \$79.99)
Mid-Level Desktop	Cost + 10%	1 Year Parts & Labor Warranty w/ 1 Year Onsite (Add \$19.99) 2 Year Parts & Labor Warranty w/ 2 Years Onsite (Add \$69.99) 3 Year Parts & Labor Warranty w/ 3 Years Onsite (Add \$129.99)	1 Year Parts & Labor Warranty (Included) 2 Year Parts & Labor Warranty (Add \$39.99) 3 Year Parts & Labor Warranty (Add \$79.99)
High-Level Desktop	Cost + 10%	1 Year Parts & Labor Warranty w/ 1 Year Onsite (Add \$19.99) 2 Year Parts & Labor Warranty w/ 2 Years Onsite (Add \$69.99) 3 Year Parts & Labor Warranty w/ 3 Years Onsite (Add \$129.99)	1 Year Parts & Labor Warranty (Included) 2 Year Parts & Labor Warranty (Add \$39.99) 3 Year Parts & Labor Warranty (Add \$79.99)
Consumer Desktop	Cost + 10%	1 Year Parts & Labor Warranty w/ 1 Year Onsite (Add \$19.99) 2 Year Parts & Labor Warranty w/ 2 Years Onsite (Add \$69.99) 3 Year Parts & Labor Warranty w/ 3 Years Onsite (Add \$129.99)	1 Year Parts & Labor Warranty (Included) 2 Year Parts & Labor Warranty (Add \$39.99) 3 Year Parts & Labor Warranty (Add \$79.99)
Lightweight/Portable Notebook	Cost + 10% B	N/A	1 Year Parts & Labor Notebook Warranty 2 Year Parts & Labor Notebook Warranty (Add \$50.00) 3 Year Parts & Labor Notebook Warranty (Add \$90.00)

<b>Ultra-lightweight portable:</b>	Cost + 10%	N/A	1 Year Parts & Labor Notebook Warranty 2 Year Parts & Labor Notebook Warranty (Add \$50.00) 3 Year Parts & Labor Notebook Warranty (Add \$90.00)
<b>Convertible/Tablet</b>	Cost + 10%	N/A	1 Year Parts & Labor Notebook Warranty 2 Year Parts & Labor Notebook Warranty (Add \$50.00) 3 Year Parts & Labor Notebook Warranty (Add \$90.00)
<b>Desktop Replacement</b>	Cost + 10%	N/A	1 Year Parts & Labor Notebook Warranty 2 Year Parts & Labor Notebook Warranty (Add \$50.00) 3 Year Parts & Labor Notebook Warranty (Add \$90.00)
<b>Thin client</b>	Cost + 10% see discussion in Section B		1 Year Parts & Labor Notebook Warranty 2 Year Parts & Labor Notebook Warranty (Add \$50.00) 3 Year Parts & Labor Notebook Warranty (Add \$90.00)
<b>Enterprise Class Servers</b>	Cost + 10% see discussion in Section B	1 Year Onsite after Mfg. Warranty Ends \$169.98 2 Year Onsite after Mfg. Warranty Ends \$199.98 2 Year 24 Hour Onsite Begins Day One \$239.98 3 Year 24 Hour Onsite Begins Day One \$329.98 2 Year 4 Hour Onsite Begins Day One \$619.98 3 Year 4 Hour Onsite Begins Day One \$849.98	3 Year Server Parts Only Warranty (Add \$93.31)
<b>Enterprise Class Storage Products</b>	Cost + 10% see discussion in Section B	1 Year Onsite after Mfg. Warranty Ends \$169.98	3 Year Server Parts Only Warranty (Add \$93.31)

		2 Year Onsite after Mfg. Warranty Ends \$199.98 2 Year 24 Hour Onsite Begins Day One \$239.98 3 Year 24 Hour Onsite Begins Day One \$329.98 2 Year 4 Hour Onsite Begins Day One \$619.98 3 Year 4 Hour Onsite Begins Day One \$849.98	
<b>Discount for support 1,2,3,4 year</b>	N/A	N/A	N/A
<b>Volume Purchase</b>	Based on configuration, quantity and deployment schedule	Based on configuration, quantity and deployment schedule	Based on configuration, quantity and deployment schedule
<b>Monthly/Quarterly Batched Purchase</b>	Up to 1% additional discount	Up to 1% additional discount	Up to 1% additional discount
<b>Standardized Configurations</b>	Up to 1% additional discount	Up to 1% additional discount	Up to 1% additional discount
<b>Exclusive Contract</b>	Up to 2% additional discount	Up to 2% additional discount	Up to 2% additional discount
<b>Guaranteed Quarterly/Annual Volume</b>	Up to 2% additional discount	Up to 2% additional discount	Up to 2% additional discount
<b>On-Site Sales</b>	Based on level of services provided.	Based on level of services provided.	Based on level of services provided.
<b>On-Site Service</b>	Based on level of services provided	Based on level of services provided	Based on level of services provided
<b>Third Party Product</b>	<b>0%-10% discount from “web price”</b>	Warranty is covered by the Manufacturer. Some Third Party products will have an option to purchase an extended warranty.	All hardware support will be through the manufacturer of that product.

Promotional items, limited time offers, rebates, free shipping or any other promotional offer cannot be combined with this offer. Shipping charges are added to the discounted price. Training, services, warranty extensions, installation, promotions, limited time offers and additional charges, including, but not limited to taxes, shipping, handling, packaging, insurance and storage charges, are excluded from the “Cost Plus” and additional discount offers. In certain cases, our regularly advertised “web price” will be lower than the contractually obligated price, in those cases, MHEC Eligible Organizations will receive the lower of the “web price” or the contractually obligated price.

Exhibit B – Services List



**Installation and Training Price List for MHEC**

Title	Quantity	Quantity	Quantity	Quantity	Quantity	
	Qty 1	2-5	6-9	10-35	36-99	100+
Installation: Desktop or Notebook PC (basic)	\$70.19	\$67.38	\$64.93	\$61.42	\$59.66	\$52.64
Installation: Desktop or Notebook PC (premium)	\$135.00	\$131.63	\$129.60	\$128.25	\$124.88	\$121.50
Installation: Basic Deployment Service (min qty 10)	\$20.25					
Installation: PC Deployment Service	\$82.87	\$76.65	\$70.44	\$43.19	\$42.11	\$41.03
Installation: PC Refresh (deployment, deinstall, 3GB data migration)	\$149.82	\$138.59	\$127.35	\$102.59	\$100.02	\$97.46
Installation: LCD or CRT Monitor	\$91.23	\$87.58	\$84.39	\$79.83	\$77.55	\$68.42
Installation: Mount LCD (wall or arm mount)	\$116.34	\$111.69	\$107.62	\$101.80	\$98.89	\$87.26
Installation: Personal Data Assistant (PDA)	\$166.56	\$159.90	\$154.07	\$145.74	\$141.58	\$124.92
Installation: Internal Hard Drive	\$116.34	\$111.69	\$107.62	\$101.80	\$98.89	\$87.26
Installation: Internal Optical Drive	\$116.34	\$111.69	\$107.62	\$101.80	\$98.89	\$87.26
Installation: Personal UPS Backup	\$91.23	\$87.58	\$84.39	\$79.83	\$77.55	\$68.42
Installation: Memory (RAM) Upgrade	\$91.23	\$87.58	\$84.39	\$79.83	\$77.55	\$68.42
Installation: Video Card (internal)	\$91.23	\$87.58	\$84.39	\$79.83	\$77.55	\$68.42
Installation: Expansion Card (internal)	\$91.23	\$87.58	\$84.39	\$79.83	\$77.55	\$68.42
Installation: Keyboard Drawer	\$91.23	\$87.58	\$84.39	\$79.83	\$77.55	\$68.42
Installation: Application Setup	\$91.23	\$87.58	\$84.39	\$79.83	\$77.55	\$68.42
Installation: Antivirus / Desktop Security Suite	\$91.23	\$87.58	\$84.39	\$79.83	\$77.55	\$68.42
Installation: Main Power Supply	\$91.23	\$87.58	\$84.39	\$79.83	\$77.55	\$68.42
Installation: Web Cam (includes configuration of one IM client)	\$91.23	\$87.58	\$84.39	\$79.83	\$77.55	\$68.42

Title	Qty 1	Quantity 2-5	Quantity 6-9	Quantity 10-35	Quantity 100+	Quantity 100+
Installation Option: Data Migration (up to 3GB)	\$74.49	\$71.51	\$68.91	\$65.18	\$63.32	\$55.87
Installation Option: Additional Data Migration (1Gb)	\$32.64	\$31.34	\$30.19	\$28.56	\$27.75	\$24.48
Installation Option: Additional Applications Setup (up to 3)	\$107.97	\$103.65	\$99.88	\$94.48	\$91.78	\$80.98
Installation Option: Additional Peripherals (up to 3)	\$107.97	\$103.65	\$99.88	\$94.48	\$91.78	\$80.98
Training: Microsoft Office Products	\$350.70	\$336.67	\$324.40	\$306.87	\$298.10	\$263.03
Installation: Rackmount Server	\$120.95	\$117.93	\$116.11	\$114.90	\$111.88	\$108.85
Installation: Tower Server	\$112.31	\$109.50	\$107.82	\$106.69	\$103.89	\$101.08
Installation: KVM Switch	\$166.57	\$159.91	\$154.08	\$145.75	\$141.58	\$124.93
Installation: 1U Rackmount Console	\$91.23	\$87.58	\$84.39	\$79.83	\$77.55	\$68.42
Installation Option: Hard Drive Module (hot-swap)	\$91.23	\$87.58	\$84.39	\$79.83	\$77.55	\$68.42
Installation Option: RAID Configuration (up to 6 HDD)	\$124.71	\$119.72	\$115.36	\$109.12	\$106.01	\$93.53
Installation Option: Fan Module	\$91.23	\$87.58	\$84.39	\$79.83	\$77.55	\$68.42
Installation Option: CPU	\$141.45	\$135.79	\$130.84	\$123.77	\$120.24	\$106.09
Installation Option: Tape Backup Drive	\$124.71	\$119.72	\$115.36	\$109.12	\$106.01	\$93.53
Installation Option: Power Supply Module	\$91.23	\$87.58	\$84.39	\$79.83	\$77.55	\$68.42
Installation Option: Internal Expansion Card (SCSI, RAID, etc)	\$141.45	\$135.79	\$130.84	\$123.77	\$120.24	\$106.09
Installation Option: Memory Module (up to 4 modules)	\$91.23	\$87.58	\$84.39	\$79.83	\$77.55	\$68.42
Installation Option: Microsoft Windows Server 2003	\$250.26	\$240.25	\$231.49	\$218.98	\$212.72	\$187.70
Installation Option: Microsoft Windows Server 2008 Standard	\$250.26	\$240.25	\$231.49	\$218.98	\$212.72	\$187.70
Installation Option: Microsoft Windows Small Business Server 2008	\$836.16	\$802.72	\$773.45	\$731.64	\$710.74	\$627.12
Installation Option: Microsoft Windows Essential Business Server 2008	\$2,091.67	\$2,008.00	\$1,934.79	\$1,830.21	\$1,777.92	\$1,568.75
Installation Option: Microsoft Exchange	\$250.26	\$240.25	\$231.49	\$218.98	\$212.72	\$187.70
Installation Option: Microsoft SQL Server	\$250.26	\$240.25	\$231.49	\$218.98	\$212.72	\$187.70
Installation Option: Red Hat Enterprise Linux	\$292.11	\$280.43	\$270.20	\$255.60	\$248.30	\$219.08

Title	Qty 1	Quantity 2-5	Quantity 6-9	Quantity 10-35	Quantity 100+	Quantity 100+
Installation Option: Corporate Antivirus (Symantec, TrendMicro, etc.)	\$250.26	\$240.25	\$231.49	\$218.98	\$212.72	\$187.70
Installation Option: Corporate Antivirus Client	\$82.86	\$79.55	\$76.65	\$72.51	\$70.43	\$62.15
Installation: Rackmount UPS	\$120.95	\$117.93	\$116.11	\$114.90	\$111.88	\$108.85
Installation: Over 5U Rackmount UPS	\$417.66	\$400.96	\$386.34	\$365.46	\$355.01	\$313.25
Installation: Tower UPS	\$102.59	\$100.02	\$98.49	\$97.46	\$94.90	\$92.33
Installation: Workstation UPS (under 50lbs)	\$41.01	\$39.37	\$37.94	\$35.89	\$34.86	\$30.76
Replace: UPS Battery Module	\$41.01	\$39.37	\$37.94	\$35.89	\$34.86	\$30.76
Installation: UPS Health Checkup	\$49.38	\$47.41	\$45.68	\$43.21	\$41.98	\$37.04
Installation Option: Additional Battery Module	\$82.86	\$79.55	\$76.65	\$72.51	\$70.43	\$62.15
Installation Option: Interface / Management Module	\$32.64	\$31.34	\$30.19	\$28.56	\$27.75	\$24.48
Installation: USB Printer (single function)	\$87.75	\$85.56	\$84.24	\$83.36	\$81.17	\$78.98
Installation: Network Printer	\$102.59	\$100.02	\$98.49	\$97.46	\$94.90	\$92.33
Installation: Multi-Function Printer (wired/wireless)	\$129.59	\$126.35	\$124.41	\$123.11	\$119.87	\$116.63
Installation: Business Class MFP	\$417.66	\$400.96	\$386.34	\$365.46	\$355.01	\$313.25
Installation: Specialty Printer (plotter, etc.)	\$250.26	\$240.25	\$231.49	\$218.98	\$212.72	\$187.70
Installation Option: Share Printer (desktop / peer-to-peer network)	\$32.64	\$31.34	\$30.19	\$28.56	\$27.75	\$24.48
Installation Option: Share Printer (server-based)	\$57.75	\$55.44	\$53.42	\$50.53	\$49.09	\$43.31
Installation Option: Attach Client to Network Printer (peer-to-peer / server)	\$32.64	\$31.34	\$30.19	\$28.56	\$27.75	\$24.48
Installation Option: Attach Client to Network Printer (direct TCP/IP)	\$49.38	\$47.41	\$45.68	\$43.21	\$41.98	\$37.04

Title	Qty 1	Quantity 2-5	Quantity 6-9	Quantity 10-35	Quantity 100+	Quantity 100+
Installation: One Touch Backup (install hardware, configure software)	\$107.97	\$103.65	\$99.88	\$94.48	\$91.78	\$80.98
Installation: Network Attached Storage (NAS) Device (standalone)	\$99.60	\$95.62	\$92.13	\$87.15	\$84.66	\$74.70
Installation: Network Attached Storage (NAS) Device (AD integrated)	\$124.71	\$119.72	\$115.36	\$109.12	\$106.01	\$93.53
Installation: Server Backup Software (Symantec Backup Exec, CA ARCserve)	\$166.56	\$159.90	\$154.07	\$145.74	\$141.58	\$124.92
Installation: Personal Backup Software (Norton 360 or Norton Save & Restore)	\$91.23	\$87.58	\$84.39	\$79.83	\$77.55	\$68.42
Installation: USB Hard Drive	\$91.23	\$87.58	\$84.39	\$79.83	\$77.55	\$68.42
Installation: Removable Hard Drive	\$133.08	\$127.76	\$123.10	\$116.45	\$113.12	\$99.81
Installation: File Organization and Cleanup	\$91.23	\$87.58	\$84.39	\$79.83	\$77.55	\$68.42
Installation Option: Client Agent Install	\$41.01	\$39.37	\$37.94	\$35.89	\$34.86	\$30.76
Installation Option: Server Agent Install	\$57.75	\$55.44	\$53.42	\$50.53	\$49.09	\$43.31
Installation: Autoloader	\$234.35	\$224.98	\$216.78	\$205.06	\$199.20	\$175.76
Installation: External Tape Drive	\$167.39	\$160.70	\$154.84	\$146.47	\$142.28	\$125.54