

Amendment 1 to the Master Price Agreement

Between MHEC and Fujitsu America, Inc.

Whereas, this Amendment is entered into by and between the Midwestern Higher Education Commission (MHEC) and Fujitsu America, Inc., (Fujitsu) effective as of June 1, 2011 (the Effective Date); and

Whereas, the parties entered into the Master Price Agreement MHEC-090901, dated September 1, 2009 (Agreement) and the parties now desire to amend the term of the Agreement;

Now therefore:

A. **Section 1. Definitions** is amended as follows:

Delete **Service List** in its entirety and replace it with the following:

Service 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. Where travel is necessary to perform the Services additional reasonable costs may be levied. The Service List is set forth as Exhibits B and C and may be modified from time to time pursuant to the terms and conditions of this Master Agreement.

B. **Section 12. Services List** is amended as follows:

The first sentence of Paragraph A. is deleted and replaced with the following:

The Service List prices for all Services will conform to the Service List provided to MHEC and set forth as Exhibits B and C.

C. **Section 36. Administrative Reporting and Fees** is deleted in its entirety and replaced with the following:

On a quarterly basis (where quarter one is January 1 – March 31 and the quarter one report is due by April 30) Fujitsu will, in a timely manner, make available to MHEC reports and information generated by the Master Agreement, including but not limited to state-by-state, sector-by-sector (where the sectors shall be higher education, K-12 schools and districts, state governments, local governments and other not-for-profit entities), and purchasing entity-by-purchasing entity 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 one half of one percent (.005) of the net

Product and Service sales for that quarter period (the "Fee"). MHEC, from time to time and in 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.

D. Exhibit C is added to the Agreement

Subject to the modifications herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, authorized representatives from each of the parties have duly executed this Amendment and agree to be bound by its terms.


**Midwestern Higher Education
Commission**


Signature

Larry A. Isack, President
Name and Title

6/21/11
Date

Fujitsu America Inc.


Signature

Duane Wichman, Contract Manager
Name and Title

6/16/11
Date