FOLLOW ALL PROCEDURES ON BACK OF THIS FORM

Contract # 270044
Number Assigned by Purchasing Dept.

CONTRACT REVIEW

BOARD MEETING DATE: 10/27/2026
WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED
☐ Must Have Board Approval over $100,000.00

Date Submitted: 10/9/2026

Name of Contract Initiator: Duane Weeks Telephone #: 336-9603

School/Dept Submitting Contract: IT Department Cost Center # 9040

Vendor Name: CDW Government LLC

Contract Title: Google Workplace for Education Plus

Contract Type: New ☐X Renewal X☐ Amendment ☐ Extension ☐ Previous Year Contract # 240043

Contract Term: 3 years - 11/1/2026 - 11/1/2029 Renewal Option(s):

Contract Cost: $181,280 yearly, total $543,840 for the 3 year term

☐ **BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

Funding Source: Budget Line #_____

Funding Source: Budget Line #_____

☐ **NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**

☐ **INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO**

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (*when applicable*):

_____ Completed Contract Review Form

_____ SBAO Template Contract or other Contract (NOT SIGNED by District / School)

_____ SIGNED Addendum A (if not an SBAO Template Contract) - **When using the Addendum A, *this Statement MUST BE included in the body of the Contract:***
"The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."

_____ Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:
COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.
General Liability = $1,000,000 Each Occurrence & $2,000,000 General Aggregate.
Auto Liability = $1,000,000 Combined Single Limit ($5,000,000 for Charter Buses).
Workers' Compensation = $100,000 Minimum
[If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage].

_____ State of Florida Workers Comp Exemption (https://apps.fldfs.com/bocexempt/) (If Applicable)

_____ Release and Hold Harmless (If Applicable)

RECEIVED
By bfstaefe at 9:36 am, Oct 09, 2026

****AREA BELOW FOR DISTRICT PERSONNEL ONLY ****

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department REVIEWED By bfstaefe at 10:05 am, Oct 09, 2026 Review Date	FLDOE 6A-1.012 (14) Information Technology
School Board Attorney JPS 10/21 Review Date	Legally sufficient
Other Dept. as Necessary Review Date	
PENDING STATUS: ☐YES ☐NO	**IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR**
FINAL STATUS	Tentatively Approved Pending Required Signatures

CONTRACT REVIEW PROCESS FOR "ALL" CONTRACTS

A contract is defined as an agreement between two or more parties that is intended to have legal effect. This may include MOUs, Interlocal Agreements, Service Agreements and Contracts. Contracts document the mutual understanding between the parties as to the terms and conditions of their agreement, contain mutual obligations, and clearly state the agreement's consideration. The term consideration includes the cost of the services and/or products to be provided by second party (vendor or service provider) and any non-monetary performance. No school, department, or other organizational unit has authority to contract in its own name. All Board contracts must be made in the legal name of the Board, "The School Board of Clay County, Florida". The School or Department may extend this name to include the school or department as follows, "The School Board of Clay County, Florida o/b/o _____ (insert the school or department name)" where o/b/o means "on behalf of".

All contracts shall be reviewed and approved by the School Board Attorney and/or the Supervisor of Purchasing to ensure legality, compliance with Board policy, and to ensure the Board interests are protected before the authorized signatory may execute the contract.

All contracts having a value of $100,000 or more shall be authorized by the Board at a regular or special meeting and signed by the Board Chairman. All approved contracts having a value of less than $100,000 may be executed by the Superintendent or appropriate District administrator based on the value of the contract.

1. All approved contracts having a value of $50,000 or more, but less than $100,000 shall be signed by the Superintendent, or the person who has been designated, in writing by the Superintendent, as the Superintendent's Designee at the time of the contract signing. All contracts executed pursuant to this subparagraph shall be reported to the School Board in a separate entry as part of the monthly financial report.
2. All approved contracts having a value of $25,000 or more, but less than $50,000, shall be signed by the Superintendent, or an Assistant Superintendent, or a Chief Officer.
3. All approved contracts having a value of less than $25,000 and contracts of any value described in Board Authorized Contracts above that are exempt from the requirement for Board approval, may be signed by the Superintendent, or an Assistant Superintendent for their Division, or Chief Officer, or Director, or Supervisor, or Principals.
4. The Superintendent is authorized to approve contract amendments or change orders for the purchase of commodities and services up to the amount of ten (10) percent or $50,000, whichever is less, of the original contract amount that was previously approved by the Board.

Employees who enter into agreements without authority may be personally liable for such agreements, whether oral or written.

Step 1: Contract Initiator and Vendor prepare draft contract
(School Board Attorney Office (SBAO) Template Contracts available on SBAO webpage are strongly encouraged)

Step 2: Complete Contract Review Form, attach Required Documents to include the UNSIGNED Contract by the District / School.

For Contracts using Budgeted Funds or For No Cost / Master (County Wide) Contracts:
Initiator submits Contract Review Package to Purchasing Department - See Step 3

For Contracts using Internal Funds Individual to each School:
Initiator submits Contract Review Package direct to SBAO - See Step 4



Step 3: If Funded by Budgeted Funds, submit the Contract Review Package to the Purchasing Department. Email: district9056@myoneclay.net. Purchasing will begin the contract review process and submit the contract to the SBAO for review. SBAO may reach out to Initiator and/or other Departments (Risk, IT,) with questions or concerns and will assist with contract revisions. SBAO will send the Contract Review Package back to the Purchasing Department for final processing and the return to Initiator. Purchasing will save a digital copy of the Contract Review Package PLUS the Final Signed Contract you've return to Purchasing in the Contract Review Team Drive.

Step 4: If Funded by Internal Account (IA), submit the Contract Review Package directly to SBAO.
Email: contractreview@myoneclay.net
The SBAO will begin the contract review process and return it directly to Initiator

Step 5: The Initiator is responsible for finalizing the Contract which includes:
Addressing Comments/Revisions, Obtaining Required Signatures, Send District Final Signed Contract to Purchasing OR Retain Internal Accounts Final Signed Contract at School per School Board Record Policy.

If there is a Cost associated with Contract, the Initiator must work with their Bookkeeper to finalize the Purchasing Process.
Budgeted Funds require a District Purchase Order. Internal Accounts require an IA Purchase Order.

For assistance with legal-related matters, please visit the School Board Attorney's Office ("SBAO") webpage or call 904-336-6507
For assistance with insurance-related matters, please visit the Business Affairs - Risk Management webpage or call 904-336-6745
For assistance with District Purchasing, please visit the Business Affairs - Purchasing webpage or call 904-336-6736



There are two portions to this document:

- The Customer Service Order (CSO), and
- Google's License Verification Letter

Please make sure to complete both parts of the document in order to expedite processing.

CDW Customer Service Order Form

Google Workspace for Education

Seller	CDW Government LLC
Seller Address	200 N. Milwaukee Avenue, Vernon Hills, IL 60061
Customer	Clay County District Schools (FL)
Subscription Term Start Date	Upon Service Activation

NAME	PRICE	QTY	SUB TOTAL
GWFE Plus - 3 Year - 10K+	$4.12	38265	$157,651.80
GWFE Plus - 3 Year - 10K+	$4.12	5735	$23,628.20

Total **$181,280.00**

The total cost of the term agreement is **$543,840.00**
November 1, 2026 - November 1, 2029

Customer Technical Contact	duane.weeks@myoneclay.net
Phone Number	9047088446
Email address	duane.weeks@myoneclay.net
Off-Domain Email Address	
Google App Domain	myoneclay.net
NCES ID (If applicable)	1200300.0
Order Type (If applicable)	

Terms:

1. TERMS AND CONDITIONS - Customer's obligations under this Customer Service Order Form, including its payment obligations are subject to the Computer Equipment and Related Hardware, Software, Services and Support Agreement **CNR01439** dated August 1, 2017 between CDW Government LLC and E&I Cooperative Services. The Google Workspace Services are Third Party Services under the Agreement. Seller is not responsible for the performance of Third Party Services.

2. PAYMENT – Customer will pay all Fees (as defined herein), including regulatory fees and taxes, for the use of the Google Workspace for Education as set forth in Seller's invoice, within 30 days after the date of the invoice, or in accordance with such other payment terms that may have been negotiated between Customer and Seller. In addition to the Service Fee for the Google Workspace for Education, Customer will also be responsible for all additional fees for any subscription renewals and extensions, metered usage components consumed by Customer, and other subscriptions, features, products, services, or add-ons that Customer uses within the Google Workspace for Education. Seller will invoice Customer in advance for the monthly or prepaid charges due for the Google Workspace for Education purchased. Seller will invoice Customer in arrears for any metered usage or overage components (e.g., capacity overages, third party content, etc.). The Service Fee for the Google Workspace for Education and all additional fees due hereunder are collectively referred to as "Fees".

3. ADD-ON ORDERS - Any orders submitted by Customer to Seller for Google Workspace for Education over the next twelve (12) months (the "Add-On Order(s)") will be governed by the terms and conditions of this Customer Service Order Form. All Add-On Order(s) must include the name of the applicable Google Workspace for Education, the Licensed User Quantity and the length of the initial term (e.g., 1, 2, or 3 years). The Initial Subscription Term for any Add-On Order(s) will commence on the date Seller provisions the new Google Workspace for Education on behalf of Customer.

4. SERVICE SUSPENSION – In addition to any other rights Seller may have, Seller may suspend or terminate the Google Workspace for Education if Customer fails to pay any Fees within ten (10) business days after the applicable due date.

5. NON-CANCELLABLE/NON-REFUNDABLE – The Google Workspace for Education purchased under this Customer Service Order Form are non-cancellable and all Fees paid to Seller are non-refundable.

6. GOOGLE REQUIRED TERMS:

(a) Seller, Google, and Customer are independent contractors with respect to the resale of the Google Workspace for Education.

(b) Customer will either accept the Google TOS prior to accessing or using the Google Workspace for Education, or hereby expressly authorizes Seller to accept the Google TOS on Customer's behalf.

(c) Customer acknowledges and agrees that Seller is the processor of any personal data processed by it on Customer's behalf, and Customer is the controller of any such data, as the terms "controller", "processed", "processor" and "personal data" are defined in the EU Directive;

(d) Customer is responsible for obtaining and maintaining any consents required from End Users to allow Seller to perform its obligations under this Agreement;

(e) If Google fails to comply with the SLAs, Customer will only be eligible to receive those remedies set out under the Google TOS and must request such remedies directly from Seller; and

(f) Google will only provide customer support to Customers in accordance with the Google TOS.

BY SIGNING BELOW, Customer acknowledges and agrees that it is receiving the Google Workspace for Education directly from Google, Inc. ("Google") pursuant to Google's standard terms and conditions or such other terms as agreed upon by Customer and

Google. Customer further acknowledges that Google and not Seller will be responsible for performance of the Google Workspace for Education.

CUSTOMER AUTHORIZED REPRESENTATIVE
**** If not signing electronically, please sign, print name, add title, and date below**

Signature:

Print name: Erin Skipper

Title: School Board Chair

Date:

CLAY COUNTY DISTRICT SCHOOLS

900 WALNUT STREET, GREEN COVE SPRINGS, FL 32043
P (904) 336-6500 **W** oneclay.net

SUPERINTENDENT OF SCHOOLS
David S. Broskie

BOARD MEMBERS:
Erin Skipper, District 1
Robert Alvero, District 2
Beth Clark, District 3
Michele Hanson, District 4
Ashley Gilhousen, District 5

October 27, 2026

Our institution would like to purchase **Education Plus**, and our primary Google Workspace for Education Domain is **myoneclay.net**.

This letter verifies the purchase of **44,000** licenses, which is equal to or greater than the sum of our current total student enrollment of **38,055** (representing all students, including full and part time) and **5,700** total staff requiring an active Education Fundamentals license.

We understand that:

- Our users will require both an Education Fundamentals license and Education Plus license assigned for full functionality. This purchase covers any staff member using an Education Fundamentals license.
- This product is licensed on a per-user basis. Student and staff licenses will be assigned to individual users.
- Additional licenses can be purchased to provide a buffer for changes in enrollment. Licenses purchased after the initial commitment are prorated for the remainder of the subscription.
- More information about licensing and pricing policy is available here.

Sincerely,

Erin Skipper
School Board Chair
October 27, 2026

AMENDMENT NUMBER 6
TO MASTER AGREEMENT CNR01439
BETWEEN
EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC.
AND CDW GOVERNMENT LLC (HARDWARE)

This **AMENDMENT NUMBER 6** ("Amendment") is made between Educational & Institutional Cooperative Services, Inc., 2 Jericho Plaza, Suite 309, Jericho, New York 11753 ("E&I") and **CDW GOVERNMENT LLC (HARDWARE), 230 N. Milwaukee Ave., Vernon Hills, IL 60061** ("Supplier").

WHEREAS, E&I and Supplier are Parties to an Agreement for Computer Equipment & Related Hardware, Software, Services and Support dated August 01, 2017 ("Agreement"); and

WHEREAS, the Parties wish to amend said Agreement under the following terms and conditions; and

NOW THEREFORE, the Parties do hereby mutually agree as follows:

1. E&I and Supplier agree to extend the Agreement for one (1) year. The new expiration date of the Agreement is July 31, 2028.

2. Effective July 1, 2025, the cloud storage and productivity services, along with the member rebates and discounts offered under E&I Agreement CNR01402, shall be transitioned to, and covered under E&I Agreement CNR01439. Attachment A-1 Pricing has been deleted and replaced with updated Attachment A-1 Pricing 2025-07-01, attached herein and incorporated herein.

3. Except as provided in this Amendment, all other terms and conditions of the Agreement, as amended, remain unchanged and in full force and effect. This Amendment becomes binding when signed by both Parties.

4. Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Amendment or any other document contemplated hereby bearing and original or electronic signature by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

[signature page to follow]

AMENDMENT NUMBER 6
TO MASTER AGREEMENT CNR01439
BETWEEN
EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC.
AND CDW GOVERNMENT LLC (HARDWARE)

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of June 1, 2025.

CDW Government LLC (Hardware)
Company

Dario Bertocchi
Signature

Dario Bertocchi
Name

Vice President, Contracting Operations
Title

5/15/2025
Date

E&I Cooperative Services, Inc.
Company

Michael Mast
Signature

Michael Mast
Name

Vice President, Category Management
Title

5/15/2025
Date

Colin Anderson
Signature

Colin Anderson
Name

Vice President, Strategy
Title

5/16/2025
Date

Attachment A-1 – Catalog Pricing

Supplier will provide Members with prices at a discount off Supplier's Nationally Advertised Price ("NAP") or Manufacturer's Suggested Retail Price ("MSRP") as indicated for the categories and manufacturers listed below. NAP is available on Supplier's website at www.cdwg.com. MSRP can be found on manufacturers' websites. Supplier is not responsible for the accuracy of the MSRP and will to the best of its ability, obtain from the manufacturer, a new MSRP list between the first (1st) and fifth (5th) business day of each month and if Supplier is successful, will recalculate pricing based on such MSRP list within five (5) business days of receipt. Pricing will remain static until the next monthly update. Supplier reserves the right to change or remove products and/or change prices consistent with manufacturer programmatic updates. Supplier will strive for thirty (30) days' notice, but may make adjustments with at least five (5) days' written notice to E&I.

Category	Supplier Category Code	Price List	Discount
Accessories - Lot 1	A	NAP	9.00%
Notebook/Mobile Devices (exclude Notebooks, includes Notebook Accessories) - Lot 1	A\LA*	NAP	4.50%
Power, Cooling, & Rack - Lot 1	B	NAP	7.00%
UPS/Battery Backup - Lot 1	B\BA	NAP	10.00%
Desktop Computers - Lot 1	C	NAP	3.00%
Computer Cases - Lot 1	C\CE	NAP	9.00%
Desktop Memory Upgrades - Lot 1	C\PC	NAP	9.00%
PC Compatible Workstations - Lot 1	C\WO	NAP	5.00%
Data Storage/Drives - Lot 1	D	NAP	7.50%
Flash Memory - Lot 1	D\FL	NAP	9.00%
Consumer SSD - Lot 1	D\TN	NAP	9.00%
Enterprise Storage - Lot 4	E	NAP	7.50%
Drive Arrays/Cache Memory - Lot 1	E\DY\CME	NAP	9.00%
Enterprise SSD	E\ES	NAP	9.00%
Point of Sale/Data Capture - Lot 1	F	NAP	5.50%
Servers & Server Management - Lot 4	H	NAP	5.00%
Server Accessories/Motherboards - Lot 1	H\EC\MOB	NAP	9.00%
Server Accessories/CPUs/Fans - Lot 1	H\MC	NAP	9.00%
Server Memory Upgrades - Lot 1	H\SQ	NAP	9.00%
Services (CDW Delivered) - Lot 5	J	NAP	1.00%
PowerBook Memory Modules - Lot 1	L\LM	NAP	9.00%
Notebook Computers - Lot 1	L\NB	NAP	2.00%
Tablets (Convertible PCs/Slate PCs) - Lot 1	L\RD	NAP	3.50%
NetComm Products - Lot 4	N	NAP	9.00%
Network Device Memory - Lot 1	N\NT	NAP	9.00%
Carts and Furniture - Lot 1	O	NAP	9.00%
Printing & Document Scanning - Lot 2	P	NAP	3.50%
Laser Printers (Single Function Printers) - Lot 2	P\LP	NAP	5.00%
Single Function Printers - Lot 2	P\LP	NAP	5.00%
Printer Memory Upgrades - Lot 1	P\PM	NAP	9.00%
Printer Accessories - Lot 2	P\PA	NAP	10.00%
Toner (Printer Supplies) - Lot 2	P\PU	NAP	8.00%

Category	Supplier Category Code	Price List	Discount
Printer Supplies (excluding toner)	P\PU	NAP	8.00%
Services (Partner Delivered) - Lot 5	Q	NAP	3.00%
Software - Lot 3	S	NAP	3.00%
Collaboration Hardware - Lot 1	T	NAP	9.00%
Memory/System Components - Lot 1	U	NAP	9.00%
Video-Projection-Pro Audio - Lot 1	V	NAP	6.50%
Digital Signage Displays - Lot 1	V\PZ	NAP	8.50%
LCD panels or monitors (Computer Displays) - Lot 1	V\VL	NAP	1.50%
Cables - Lot 1	W	NAP	15.00%
APC (Power, Cooling, & Racks) - Lot 1	B	NAP	9.00%
APC (UPS/Battery Backup) - Lot 1	B\BA	NAP	12.00%
Apple Products		Refer to Attachment A-2	
HP Enterprise (Enterprise Storage) - Lot 4	E	NAP	9.50%
HP Enterprise (Servers & Server Management) - Lot 4	H	NAP	7.00%
HP Enterprise (Netcomm Products) - Lot 4	N	NAP	11.00%
HP Enterprise (Services [Partner Delivered]) - Lot 5	Q	NAP	7.00%
HP Enterprise (Data Center Application Services)	S\NU	NAP	3.00%
HP Enterprise (Networking Software)	S\NU	NAP	3.00%
HP Enterprise (Networking Optimization & Acceleration)	N\WI	NAP	11.00%
HP Enterprise (Optical Networking)	N\NE	NAP	11.00%
HP Enterprise (Routers)	N\NR	NAP	11.00%
HP Enterprise (Security)	S\NU	NAP	3.00%
HP Enterprise (Storage Networking)	E\SN	NAP	7.50%
HP Enterprise (Switches)	N\MW	NAP	11.00%
HP Enterprise (Wireless)	N\WI	NAP	11.00%
HP Enterprise (Unified Communications)	S\TE	NAP	3.00%
HP Inc (PC Compatible Workstations) - Lot 1	C\WO***	NAP	7.00%
HP Inc (Notebook Computers) - Lot 1	L\NB	NAP	4.00%
HP Inc (Convertible PCs/Slate PCs) - Lot 1	L\RD	NAP	5.50%
HP Inc (Single Function Printers) - Lot 2	P\LP	NAP	7.00%
HP Inc (Printer Supplies) - Lot 2	P\PU	NAP	10.00%
HP Inc (Services [Partner Delivered]) - Lot 5	Q	NAP	5.00%
HP Inc (Computer Displays) - Lot 1	V\VL	NAP	3.50%
Lenovo (PC Compatible Workstations - Mfg Code LVP**) - Lot 1	C\WO***	NAP	9.00%
Lenovo (Notebook Computers - Mfg Code LVO**) - Lot 1	L	NAP	6.00%
Lenovo (Convertible PCs/Slate PCs - Mfg Code LVO**) - Lot 1	L\RD	NAP	7.50%
Lenovo (Services [Partner Delivered] - Mfg Code LVO**) - Lot 5	Q	NAP	7.00%
Microsoft Surface (Convertible PCs/Slates) - Lot 1	L\RD	NAP	5.50%
Palo Alto Networks (Hardware)	T	NAP	9.00%

Category	Supplier Category Code	Price List	Discount
Palo Alto Networks (Miscellaneous)	W	NAP	15.00%
Palo Alto Networks (Education)	Q	NAP	3.00%
Palo Alto Networks (Subscription)	S	NAP	3.00%
Palo Alto Networks (Support)	J	NAP	1.00%
Tripp-Lite (Power, Cooling, & Racks) - Lot 1	B	NAP	9.00%
Tripp-Lite (UPS/Battery Backup) - Lot 1	B\BA	NAP	12.00%
VMware (Software – Mfr. Code VMM) - Lot 3	S	NAP	5.00%
***Supplier category code changed from C\DT to C\WO			
**Mfg Code LVP corrected to LVO **Mfg Brocade offer removed; Brocade bought by Broadcom Ltd.			
*Supplier category code L\LA moved to A\LA			
GENERAL NOTES: Supplier category code Client Configure-to-Order moved from C\DT\BTO to new Supplier category code R\BO\BTO			
All rows in BLUE above are new introductions of more granular Supplier category codes with discounts at or more aggressive than parent Supplier category code			

Relevant Terms

Refer to Attachment B, Section I for relevant Terms

Attachment A-2 - Apple Products and Services (for Higher Education members only)

Supplier will provide Members with prices at a discount of 0.5% off Supplier's Nationally Advertised Price ("NAP") or Education List Price ("ELP"), where available. NAP is available on Supplier's website at www.cdwg.com. ELP can be found at www.apple.com. Supplier is not responsible for the accuracy of the ELP. Supplier will exercise all commercially reasonable efforts to access the manufacturer website on Supplier working Monday of each calendar week to obtain the most current ELP. If successful, Supplier will recalculate, and update pricing based on such ELP list within five (5) business days of receipt. Pricing will remain static until the next update. Supplier reserves the right to change or remove products and/or change prices consistent with manufacturer programmatic updates.

Attachment A-3 – Configuration Services

[INTENTIONALLY LEFT BLANK]

Attachment A-4 – Professional Services

CDWG Professional Services means Professional, field or consulting services, as more fully described in a mutually executed SOW (Attachment C), performed directly by CDWG and/or subcontractors. Hourly or fixed rates will be negotiated based on the Member, role, geography, and scope (solution domain, discipline, and competencies) of the services engagement to perform the service. CDWG will create a SOW detailing the exact scoping and pricing of the Professional Services to be provided, which will be executed by CDWG and the Member prior to the start of engagement. Expenses (T&E) may be an additional consideration depending on project specifics.

Attachment A-5 - Cloud Services Pricing

Cloud Service Provider*	Discount off MSRP
Acronis	18%
AWS	0%
DropBox	20%
Egnyte	15%
Nasuni	13%
OneLogin	30%
SyncPlicity	15%
UniTrends	13%
All Other	3% off Supplier's Advertised Price

** Certain Cloud Service Providers require additional terms and conditions be accepted solely for Member's use of their Cloud Services, including but not limited to, AWS, Barracuda, BOX.com, Carbon Black, Crowdstrike, Cylance, Druva, Nasuni, Proofpoint, Okta, Splunk Cloud, zScaler. Supplier will require Member to execute Cloud Service Provider's End User License Agreement ("EULA") prior to the enablement of the Cloud Services.*

Supplier will act as a re-biller only for all cloud sales. Accordingly, before purchasing cloud services, member institutions will (i) enter into an agreement with the third-party cloud provider to govern cloud purchases; and (ii) sign Supplier's standard Cloud Service Order form (Attachment C).

Relevant Terms

Member Rebates

Participating members will receive an annual rebate based on purchases made under this Agreement for Cloud Services. Supplier shall submit the rebate amount and supporting report of sales by member to E&I no later than ninety (90) days after end of calendar year. E&I shall allocate the rebate back to respective members for their use of the Agreement as follows:

Annual Member Purchases	Rebate Percentage
$250,000 - $1,000,000	0.50%
$1,000,001 - $3,000,000	0.75%
$3,000,001 +	1.00%

A. Invoices and Payment

Payment terms are Net 30, unless superseded by member's state statutes. Invoices shall be directed to the appropriate location(s) specified by member. The member placing the order with Supplier shall alone be liable or responsible for payment for products and/or services ordered and will be invoiced directly by Supplier. Neither E&I nor its other members shall be liable for the indebtedness of any one member.

B. Receipt of Product and/or Service

Normal delivery of orders must be accomplished at established times as set by the member. Selection of a carrier for shipment will be Supplier's option unless otherwise specified by member. Supplier shall maintain records evidencing the delivery of goods and upon request by member provide such proof of delivery.

Title and risk of loss shall pass to the member at the F.O.B. destination point. The title and risk of loss of the goods shall not pass to a given member until receipt and acceptance of the goods at the point of delivery and/or installation. The products furnished shall be delivered **F.O.B. Destination, Full Freight Allowed** (Supplier pays freight).

C. Tracking Lost and Damaged Shipments
If Supplier fails to deliver, or erroneously delivers products, Supplier is required to take immediate corrective action to make the correct delivery at no cost to member.

Should any action on the part of Supplier or a subcontractor cause visible damage to the facilities during transport, Supplier is required to immediately contact member and forward a confirming damage report detailing the damages. Supplier shall be able to track all shipments and provide order status to members.

D. Returns - Defective and Non-Conforming Products or Services
For cloud based solutions, third party cloud provider's return policy shall apply. For hardware products, return requests shall be submitted to Supplier and are governed by Supplier's return policy available at http://webobjects.cdw.com/webobjects/docs/PDFs/Return_Policy.pdf.

No returns of any type will be accepted by Supplier unless accompanied by a unique RMA number. Members have five (5) days to return a product after the applicable RMA is issued. Supplier reserves the right to refuse any UNAUTHORIZED returns: those that occur after the five (5) day period or those involving products that are unaccompanied by valid RMA's.

E. Warranty and Product Condition of Sale
For third party cloud providers, the manufacturer's standard warranty shall apply. Supplier may offer a warranty that clearly illustrates an improvement to the manufacturer's standard warranty and benefit to the member.

Supplier certifies and warrants that all products sold to members shall be:

- New and genuine
- Free from defects in content and materials
- Provided as per manufacturer's requirements
- Sold or manufactured via legal and reputable channels
- Not misbranded

F. Minimum Orders
Supplier must specify any minimum order charge or conditions under which the established price will be adjusted. It is preferred there not be a minimum order quantity or charge.

G. New and Discontinued Products/Services
The percentage discounts for new products/services shall be equal to the pricing structure herein.

H. No Substitutions
No substitutions of alternate items for products ordered are permitted without the express prior written approval of the member.

I. Replacement Parts
The percentage discounts for replacement parts shall be equal to the pricing structure herein.

J. Supplemental Charges
Supplier shall be required to state all supplemental charges that may be assessed in addition to the pricing for the products and services provided including additional shipping charges, cost of goods, delivery, freight fuel surcharges, installation or any other charges incurred by the member.

K. Order Fulfillment, Distribution and Installation Agreements
Members may have their own order fulfillment/distribution/installation agreements with a third-party agent or distributor. The terms and pricing of this Agreement are passed through to the member and separate from any additional distributor terms and conditions, fees or markups resulting from members' separate fulfillment/distribution/installation agreements.

L. Storage
If applicable, Supplier shall be responsible for all warehousing and storage expenses, which may be incurred, until products are delivered and/or installed as per the terms of the member's order.

M. Samples
If requested, Supplier shall provide samples of products. Samples for evaluation must be provided free of charge. The quantity of any sample requested will be reasonable but sufficient to undertake an appropriate evaluation.

CDW Government LLC
Master Agreement Number CNR01439
Computer Equipment and Related Hardware, Software, Services and Support
August 1, 2017

This Master Agreement (the "Agreement") is effective as of August 1, 2017 by and between CDW Government LLC, an Illinois limited liability company with offices located at 230 N. Milwaukee Avenue, Vernon Hills, IL 60061 (hereinafter referenced as the "Supplier"), and Educational and Institutional Cooperative Services, Inc., a New York not-for-profit corporation with offices located at 2 Jericho Plaza, Suite 309, Jericho, NY 11753 (hereinafter referenced as "E&I").

This Agreement has been established based on RFP # 683385 for Computer Equipment and Related Hardware, Software, Services and Support, all addenda, Supplier response, best and final offer and negotiations.

I. Scope

This national Agreement shall apply to all E&I members (each a member as listed in the official member list, a "Member," as updated from time to time by E&I and provided to the Supplier). Subsidiaries and affiliates of Members may also make purchases pursuant to this Agreement, provided that Supplier is given a list of such entities. In addition, if E&I or any of its affiliates elect to participate in the Agreement, they shall be considered member institutions.

This Agreement does not constitute a purchase order or a commitment to purchase products and/or services by E&I or its Members. Any purchases made under this Agreement shall be made by the individual participating Members and any resulting contract shall be between the Member and the Supplier.

II. Term of Agreement

The Agreement term will be for five (5) years, effective August 1, 2017 through July 31, 2022, with one (1) five- (5) year renewal. Prior to the end of the initial five (5) year term, and for each successive term, the program will be evaluated in overall context and performance. Exercise of a renewal of this Agreement will require formal written notification and mutual agreement between E&I and Supplier at least one (1) year prior to Agreement expiration.

III. Pricing

The pricing and discount percentages for the goods and services as listed on Attachment A shall be applicable to all purchases made under this Agreement. Percentage discounts off Supplier's Nationally Advertised Price (NAP), as set forth on Supplier's website (www.cdwg.com), shall remain firm for the life of the Agreement unless improved for the benefit of the membership. Supplier is authorized to offer Members enhanced pricing on a case-by-case basis or under a Specific Member Agreement ("SMA") and both shall be considered part of this Agreement.

Supplier shall make available any special product offerings or promotions made available by manufacturers or distributors to the extent the programs are generally available to Supplier's customers and they improve pricing to Members.

IV. Holdover Clause

A holdover clause may be invoked to allow Supplier to continue to provide products and services pursuant to any quotation, purchase order or SMA executed prior to the expiration or termination of this Agreement. The term of this Agreement shall then automatically extend through the final invoice date. The terms and conditions specified herein shall remain in effect for the duration of the holdover period.

V. Terms and Conditions

Unless otherwise superseded by the terms and conditions of the contracting member institution via an SMA, the terms and conditions contained herein shall apply to all purchases made under this Agreement. Any terms and conditions of any Supplier invoice or acknowledgment form which are inconsistent with the terms and conditions of this Agreement shall have no effect. See Attachment B for E&I's General Terms and Conditions.

VI. Member List

The official list of E&I Members will be sent to the Supplier via an electronic file from E&I Member Relations once this Agreement is signed. Thereafter, E&I shall provide updates to the list monthly and CDW-G will update membership access to the contract within five (5) business days of receipt of the list.

E&I Cooperative Services
Sourcing. Strategy. Savings.

Master Agreement

CDW Government LLC
Master Agreement Number CNR01439
Computer Equipment and Related Hardware, Software, Services and Support
August 1, 2017

VII. Signatures

In witness whereof, the parties have executed this Agreement and do hereby warrant and represent that their respective signatories whose signatures appear below have been and are on the date of this Agreement duly authorized to execute this Agreement.

CDW Government, LLC	Educational & Institutional Cooperative Services, Inc
Supplier	
Christina V. Rother	Gary D. Link
Signature	Signature
Christina V. Rother	Gary D. Link, C.P.M.
Printed Name	Printed Name
President	Sr. Vice President, Consulting Group & Contracts
Title	Title
30 July 2017	July 31, 2017
Date	Date

Attachment A-1 – Catalog Pricing

Supplier will provide Members with prices at a discount off Supplier's Nationally Advertised Price ("NAP") or Manufacturer's Suggested Retail Price ("MSRP") as indicated for the categories and manufacturers listed below. NAP is available on Supplier's website at www.cdwg.com. MSRP can be found on manufacturers' direct websites. Supplier is not responsible for the accuracy of the MSRP and will, to the best of its ability, obtain from the manufacturer, a new MSRP list between the first (1st) and fifth (5th) business day of each month and if Supplier is successful, will recalculate pricing based on such MSRP list within five (5) business days of receipt. Pricing will remain static until the next monthly update. Supplier reserves the right to change or remove products and/or change prices consistent with manufacturer programmatic updates. Supplier will strive for thirty (30) days' notice, but may make adjustments with at least five (5) days' written notice to E&I.

Category	Supplier Category Code	Price List	Discount
Accessories - Lot 1	A	NAP	9.00%
Power, Cooling, & Racks - Lot 1	B	NAP	7.00%
UPS/Battery Backup - Lot 1	B\BA	NAP	10.00%
Desktop Computers - Lot 1	C	NAP	3.00%
Workstations (PC Compatible Workstations) - Lot 1	C\DT	NAP	5.00%
Data Storage/Drives - Lot 1	D	NAP	7.50%
Hard Disk Drives (Hard Drives including SSDs) - Lot 1	D\TN	NAP	9.00%
Enterprise Storage - Lot 4	E	NAP	7.50%
Hard Disk Drives (Enterprise Hard Drives including SSDs) - Lot 1	E\ES	NAP	9.00%
Point of Sale/Data Capture - Lot 1	F	NAP	5.50%
Servers & Server Management - Lot 4	H	NAP	5.00%
Services (CDW Delivered) - Lot 5	J	NAP	1.00%
Notebook/Mobile (excludes Notebooks, includes Notebook Accessories) - Lot 1	L	NAP	4.50%
Notebook Computers - Lot 1	L\NB	NAP	2.00%
Tablet computers (Convertible PCs/Slate PCs) - Lot 1	L\RD	NAP	3.50%
Network Switches, Managed, NetComm Products - Lot 4	N	NAP	9.00%
Medical Carts/Office Equipment - Lot 1	O	NAP	9.00%
Printing & Document Scanning - Lot 2	P	NAP	3.50%
Laser Printers (Single Function Printers) - Lot 2	P\LP	NAP	5.00%
Single Function Printers - Lot 2	P\LP	NAP	5.00%
Printer Accessories - Lot 2	P\PA	NAP	10.00%
Toner (Printer Supplies) - Lot 2	P\PU	NAP	8.00%
Printer Supplies(excluding toner) - Lot 2	P\PU	NAP	8.00%
Services (Partner Delivered) - Lot 5	Q	NAP	3.00%
Software - Lot 3	S	NAP	3.00%
Telephony - Lot 1	T	NAP	9.00%
Memory/System Components - Lot 1	U	NAP	9.00%
Video-Projection-Pro Audio - Lot 1	V	NAP	6.50%
Digital Signage Displays - Lot 1	V\PZ	NAP	8.50%
LCD panels or monitors (Computer Displays) - Lot 1	V\VL	NAP	1.50%
Cables - Lot 1	W	NAP	15.00%

Manufacturer	Supplier Category Code	Price List	Discount
APC (Power, Cooling, & Racks) - Lot 1	B	NAP	9.00%
APC (UPS/Battery Backup) - Lot 1	B\BA	NAP	12.00%
Apple Products		refer to Attachment A-2	
Brocade (Netcomm Products) - Lot 4	N	NAP	12.00%
HP Enterprise (Enterprise Storage) - Lot 4	E	NAP	9.50%
HP Enterprise (Servers & Server Management) - Lot 4	H	NAP	7.00%
HP Enterprise (Netcomm Products) - Lot 4	N	NAP	11.00%
HP Enterprise (Services [Partner Delivered]) - Lot 5	Q	NAP	7.00%
HP Enterprise (Data Center Application Services)		MSRP	30.00%
HP Enterprise (Networking Software)		MSRP	30.00%
HP Enterprise (Networking Optimization & Acceleration)		MSRP	34.00%
HP Enterprise (Optical Networking)		MSRP	34.00%
HP Enterprise (Routers)		MSRP	34.00%
HP Enterprise (Security)		MSRP	34.00%
HP Enterprise (Storage Networking)		MSRP	20.00%
HP Enterprise (Switches)		MSRP	34.00%
HP Enterprise (Wireless)		MSRP	34.00%
HP Enterprise (Unified Communications)		MSRP	34.00%
HP Inc (PC Compatible Workstations) - Lot 1	C\DT	NAP	7.00%
HP Inc (Notebook Computers) - Lot 1	L\NB	NAP	4.00%
HP Inc (Convertible PCs/Slate PCs) - Lot 1	L\RD	NAP	5.50%
HP Inc (Single Function Printers) - Lot 2	P\LP	NAP	7.00%
HP Inc (Printer Supplies) - Lot 2	P\PU	NAP	10.00%
HP Inc (Services [Partner Delivered]) - Lot 5	Q	NAP	5.00%
HP Inc (Computer Displays) - Lot 1	V\VL	NAP	3.50%
Lenovo (PC Compatible Workstations - Mfg Code LVP) - Lot 1	C\DT	NAP	9.00%
Lenovo (Notbook Computers - Mfg Code LVP) - Lot 1	L	NAP	6.00%
Lenovo (Convertible PCs/Slate PCs- Mfg Code LVP) - Lot 1	L\RD	NAP	7.50%
Lenovo (Services [Partner Delivered] - Mfg Code LVP) - Lot 5	Q	NAP	7.00%
Microsoft Surface (Converible PCs/Slates) - Lot 1	L\RD	NAP	5.50%
Palo Alto Networks (Hardware)		MSRP	16.00%
Palo Alto Networks (Miscellaneous)		MSRP	16.00%
Palo Alto Networks (Education)		MSRP	11.00%
Palo Alto Networks (Subscription)		MSRP	11.00%
Palo Alto Networks (Support)		MSRP	11.00%
Tripp-Lite (Power, Cooling, & Racks) - Lot 1	B	NAP	9.00%
Tripp-Lite (UPS/Battery Backup) - Lot 1	B\BA	NAP	12.00%
VMware (Software - Mfg Code VMM) - Lot 3	S	NAP	5.00%

Relevant Terms

Refer to Attachment B, Section I for relevant terms.

Attachment A-2 - Apple Products and Services

Supplier will provide Members with prices at a discount off Supplier's Nationally Advertised Price ("NAP") or Education List Price ("ELP") as indicated for the products listed below. NAP is available on Supplier's website at www.cdwg.com. ELP can be found at www.apple.com. Supplier is not responsible for the accuracy of the ELP and will, to the best of its ability, obtain from the manufacturer, a new ELP list between the first (1st) and fifth (5th) business day of each month and if Supplier is successful, will recalculate pricing based on such ELP list within five (5) business days of receipt. Pricing will remain static until the next monthly update. Supplier reserves the right to change or remove products and/or change prices consistent with manufacturer programmatic updates. Supplier will strive for thirty (30) days' notice, but may make adjustments with at least five (5) days' written notice to E&I.

Part Number	Description	Price List	Discount
MK142LL/A	iMac 21.5"/1.6DC/8GB/1TB w/ Apple Magic Keyboard and Apple Magic Mouse 2	EPL	0.50%
MK442LL/A	iMac 21.5"/2.8QC/8GB/1TB w/ Apple Magic Keyboard and Apple Magic Mouse 2	EPL	0.50%
MK462LL/A	Mac 27" 5K/3.2QC/8GB/1TB/M380 w/ Apple Magic Keyboard and Apple Magic Mouse 2	EPL	0.50%
MGEM2LL/A	Mac mini/1.4GHZ/4GB/500GB hard drive	EPL	0.50%
MGEN2LL/A	Mac mini/2.6GHZ/8GB/1TB hard drive	EPL	0.50%
MGEQ2LL/A	Mac mini/2.8GHZ/8GB/1TB Fusion Drive	EPL	0.50%
MD878LL/A	Mac Pro 3.5 6-Core Intel Xeon E5/16GB/256GBFLASH/Dual AMD FirePro D500	EPL	0.50%
MLHA2LL/A	MacBook Silver 12.0/1.1GHz Dual-Core Intel Core m3/8GB/256GB Flash	EPL	0.50%
MLHC2LL/A	MacBook Silver 12.0/1.2GHz Dual-Core Intel Core m5/8GB/512GB Flash	EPL	0.50%
MLH72LL/A	MacBook Space Gray 12.0/1.1GHz Dual-Core Intel Core m3/8GB/256GB Flash	EPL	0.50%
MLH82LL/A	MacBook Space Gray 12.0/1.2GHz Dual-Core Intel Core m5/8GB/512GB Flash	EPL	0.50%
MLHE2LL/A	MacBook Gold 12.0/1.1GHz Dual-Core Intel Core m3/8GB/256GB Flash	EPL	0.50%
MLHF2LL/A	MacBook Gold 12.0/1.2GHz Dual-Core Intel Core m5/8GB/512GB Flash	EPL	0.50%
MMGL2LL/A	MacBook Rose Gold 12.0/1.1GHz Dual-Core Intel Core m3/8GB/256GB Flash	EPL	0.50%
MMGM2LL/A	MacBook Rose Gold 12.0/1.2GHz Dual-Core Intel Core m5/8GB/512GB Flash	EPL	0.50%
MMGF2LL/A	MacBook Air 13.3/1.6GHZ/8GB/128GB Flash	EPL	0.50%
MMGG2LL/A	MacBook Air 13.3/1.6GHZ/8GB/256GB Flash	EPL	0.50%
MJLQ2LL/A	MacBook Pro 15.4/2.2GHZ quad-core Intel Core i7/16GB/256GB Flash	EPL	0.50%
MLUQ2LL/A	MacBook Pro 13.3-inch Silver 2.0GHz dual-core Intel Core i5/8GB/256GB Flash	EPL	0.50%
MLL42LL/A	MacBook Pro 13.3-inch Space Gray 2.0GHz dual-core Intel Core i5/8GB/256GB Flash	EPL	0.50%
MLVP2LL/A	MacBook Pro 13.3-inch with Touch Bar Silver 2.9GHz dual-core Intel Core i5/8GB/256GB Flash	EPL	0.50%
MLH12LL/A	MacBook Pro 13.3-inch with Touch Bar Space Gray 2.9GHz dual-core Intel Core i5/8GB/256GB Flash	EPL	0.50%
MNQF2LL/A	MacBook Pro 13.3-inch with Touch Bar Space Gray 2.9GHz dual-core Intel Core i5/8GB/512GB Flash	EPL	0.50%
MLW72LL/A	MacBook Pro 15.4-inch with Touch Bar Silver 2.6GHz quad-core Intel Core i7/16GB/RP-450/256GB Flash	EPL	0.50%

Part Number	Description	Price List	Discount
MLH32LL/A	MacBook Pro 15.4-inch with Touch Bar Space Gray 2.6GHz quad-core Intel Core i7/16GB/RP-450/256GB Flash	EPL	0.50%
MLW82LL/A	MacBook Pro 15.4-inch with Touch Bar Silver 2.7GHz quad-core Intel Core i7/16GB/RP 455/512GB Flash	EPL	0.50%
MLH42LL/A	MacBook Pro 15.4-inch with Touch Bar Space Gray 2.7GHz quad-core Intel Core i7/16GB/RP 455/512GB Flash	EPL	0.50%
MP2H2LL/A	iPad Wi-Fi 128GB - Space Gray	EPL	0.50%
MP2J2LL/A	iPad Wi-Fi 128GB - Silver	EPL	0.50%
MPGW2LL/A	iPad Wi-Fi 128GB - Gold	EPL	0.50%
MP2D2LL/A	iPad Wi-Fi + Cellular for Apple SIM 128GB - Space Gray	EPL	0.50%
MP2E2LL/A	iPad Wi-Fi + Cellular for Apple SIM 128GB - Silver	EPL	0.50%
MPGC2LL/A	iPad Wi-Fi + Cellular for Apple SIM 128GB - Gold	EPL	0.50%
MK8D2LL/A	iPad mini 4 Wi-Fi + Cellular for Apple SIM 128GB - Space Gray	EPL	0.50%
MLMN2LL/A	9.7-inch iPad Pro Wi-Fi 32GB - Space Gray	EPL	0.50%
MLMP2LL/A	9.7-inch iPad Pro Wi-Fi 32GB - Silver	EPL	0.50%
MLMQ2LL/A	9.7-inch iPad Pro Wi-Fi 32GB - Gold	EPL	0.50%
MM172LL/A	9.7-inch iPad Pro Wi-Fi 32GB - Rose Gold	EPL	0.50%
MLMV2LL/A	9.7-inch iPad Pro Wi-Fi 128GB - Space Gray	EPL	0.50%
MLMW2LL/A	9.7-inch iPad Pro Wi-Fi 128GB - Silver	EPL	0.50%
MLMX2LL/A	9.7-inch iPad Pro Wi-Fi 128GB - Gold	EPL	0.50%
MM192LL/A	9.7-inch iPad Pro Wi-Fi 128GB - Rose Gold	EPL	0.50%
MLMY2LL/A	9.7-inch iPad Pro Wi-Fi 256GB - Space Gray	EPL	0.50%
MLN02LL/A	9.7-inch iPad Pro Wi-Fi 256GB - Silver	EPL	0.50%
MLN12LL/A	9.7-inch iPad Pro Wi-Fi 256GB - Gold	EPL	0.50%
MM1A2LL/A	9.7-inch iPad Pro Wi-Fi 256GB - Rose Gold	EPL	0.50%
MLPW2LL/A	9.7-inch iPad Pro Wi-Fi + Cellular 32GB - Space Gray	EPL	0.50%
MLPX2LL/A	9.7-inch iPad Pro Wi-Fi + Cellular 32GB - Silver	EPL	0.50%
MLPY2LL/A	9.7-inch iPad Pro Wi-Fi + Cellular 32GB - Gold	EPL	0.50%
MLYJ2LL/A	9.7-inch iPad Pro Wi-Fi + Cellular 32GB - Rose Gold	EPL	0.50%
MLQ32LL/A	9.7-inch iPad Pro Wi-Fi + Cellular 128GB - Space Gray	EPL	0.50%
MLQ42LL/A	9.7-inch iPad Pro Wi-Fi + Cellular 128GB - Silver	EPL	0.50%
MLQ52LL/A	9.7-inch iPad Pro Wi-Fi + Cellular 128GB - Gold	EPL	0.50%
MLYL2LL/A	9.7-inch iPad Pro Wi-Fi + Cellular 128GB - Rose Gold	EPL	0.50%
MLQ62LL/A	9.7-inch iPad Pro Wi-Fi + Cellular 256GB - Space Gray	EPL	0.50%
MLQ72LL/A	9.7-inch iPad Pro Wi-Fi + Cellular 256GB - Silver	EPL	0.50%
MLQ82LL/A	9.7-inch iPad Pro Wi-Fi + Cellular 256GB - Gold	EPL	0.50%
MLYM2LL/A	9.7-inch iPad Pro Wi-Fi + Cellular 256GB - Rose Gold	EPL	0.50%
ML0F2LL/A	12.9-inch iPad Pro Wi-Fi 32GB - Space Gray	EPL	0.50%
ML0G2LL/A	12.9-inch iPad Pro Wi-Fi 32GB - Silver	EPL	0.50%
ML0H2LL/A	12.9-inch iPad Pro Wi-Fi 32GB - Gold	EPL	0.50%
ML0N2LL/A	12.9-inch iPad Pro Wi-Fi 128GB - Space Gray	EPL	0.50%
ML0Q2LL/A	12.9-inch iPad Pro Wi-Fi 128GB - Silver	EPL	0.50%
ML0R2LL/A	12.9-inch iPad Pro Wi-Fi 128GB - Gold	EPL	0.50%
ML0T2LL/A	12.9-inch iPad Pro Wi-Fi 256GB - Space Gray	EPL	0.50%
ML0U2LL/A	12.9-inch iPad Pro Wi-Fi 256GB - Silver	EPL	0.50%
ML0V2LL/A	12.9-inch iPad Pro Wi-Fi 256GB - Gold	EPL	0.50%
ML3K2LL/A	12.9-inch iPad Pro Wi-Fi + Cellular 128GB - Space Gray	EPL	0.50%
ML3N2LL/A	12.9-inch iPad Pro Wi-Fi + Cellular 128GB - Silver	EPL	0.50%
ML3Q2LL/A	12.9-inch iPad Pro Wi-Fi + Cellular 128GB - Gold	EPL	0.50%

Part Number	Description	Price List	Discount
ML3T2LL/A	12.9-inch iPad Pro Wi-Fi + Cellular 256GB - Space Gray	EPL	0.50%
ML3W2LL/A	12.9-inch iPad Pro Wi-Fi + Cellular 256GB - Silver	EPL	0.50%
ML3Z2LL/A	12.9-inch iPad Pro Wi-Fi + Cellular 256GB - Gold	EPL	0.50%
MKME2LL/A	iPod shuffle 2GB Blue	EPL	0.50%
MKM92LL/A	iPod shuffle 2GB Gold	EPL	0.50%
MKM72LL/A	iPod shuffle 2GB Pink	EPL	0.50%
MKMG2LL/A	iPod shuffle 2GB Silver	EPL	0.50%
MKMJ2LL/A	iPod shuffle 2GB Space Gray	EPL	0.50%
MKN02LL/A	iPod nano 16GB Blue	EPL	0.50%
MKMX2LL/A	iPod nano 16GB Gold	EPL	0.50%
MKMV2LL/A	iPod nano 16GB Pink	EPL	0.50%
MKN22LL/A	iPod nano 16GB Silver	EPL	0.50%
MKN52LL/A	iPod nano 16GB Space Gray	EPL	0.50%
MKH22LL/A	iPod touch 16GB Blue	EPL	0.50%
MKH02LL/A	iPod touch 16GB Gold	EPL	0.50%
MKGX2LL/A	iPod touch 16GB Pink	EPL	0.50%
MKH42LL/A	iPod touch 16GB Silver	EPL	0.50%
MKH62LL/A	iPod touch 16GB Space Gray	EPL	0.50%
MKHV2LL/A	iPod touch 32GB Blue	EPL	0.50%
MKHT2LL/A	iPod touch 32GB Gold	EPL	0.50%
MKHQ2LL/A	iPod touch 32GB Pink	EPL	0.50%
MKHX2LL/A	iPod touch 32GB Silver	EPL	0.50%
MKJ02LL/A	iPod touch 32GB Space Gray	EPL	0.50%
MKHE2LL/A	iPod touch 64GB Blue	EPL	0.50%
MKHC2LL/A	iPod touch 64GB Gold	EPL	0.50%
MKGW2LL/A	iPod touch 64GB Pink	EPL	0.50%
MKHJ2LL/A	iPod touch 64GB Silver	EPL	0.50%
MKHL2LL/A	iPod touch 64GB Space Gray	EPL	0.50%
MGY52LL/A	Apple TV (4th generation) 32GB	EPL	0.50%
MLNC2LL/A	Apple TV (4th generation) 64GB	EPL	0.50%
MLLC2LL/A	Siri Remote (for Apple TV 4th generation)	EPL	0.50%
MLYE2LL/A	BeatsX Earphones - Black	EPL	0.50%
MLYG2LL/A	BeatsX Earphones - Blue	EPL	0.50%
MNLV2LL/A	BeatsX Earphones - Grey	EPL	0.50%
MLYF2LL/A	BeatsX Earphones - White	EPL	0.50%
ML8V2LL/A	Powerbeats3 Wireless Earphones - Black	EPL	0.50%
MNLX2LL/A	Powerbeats3 Wireless Earphones - Flash Blue	EPL	0.50%
MNN02LL/A	Powerbeats3 Wireless Earphones - Shock Yellow	EPL	0.50%
ML8W2LL/A	Powerbeats3 Wireless Earphones - White	EPL	0.50%
MHD02AM/B	urBeats Earphones - Black	EPL	0.50%
MK9X2AM/B	urBeats Earphones - Gold	EPL	0.50%
MLLH2AM/B	urBeats Earphones - Rose Gold	EPL	0.50%
MK9Y2AM/B	urBeats Earphones - Silver	EPL	0.50%
MK9W2AM/B	urBeats Earphones - Space Gray	EPL	0.50%
MP172LL/A	urBeats Earphones – Ultra Violet	EPL	0.50%
ML992LL/A	Beats EP On-Ear Headphones - Black	EPL	0.50%
ML9D2LL/A	Beats EP On-Ear Headphones - Blue	EPL	0.50%
ML9C2LL/A	Beats EP On-Ear Headphones - Red	EPL	0.50%
ML9A2LL/A	Beats EP On-Ear Headphones - White	EPL	0.50%

Part Number	Description	Price List	Discount
MH8W2AM/B	Beats Solo2 On-Ear Headphones - Black	EPL	0.50%
MH8X2AM/B	Beats Solo2 On-Ear Headphones - White	EPL	0.50%
ML9E2AM/A	Beats Solo2 On-Ear Headphones (Luxe Edition) - Black	EPL	0.50%
ML9F2AM/A	Beats Solo2 On-Ear Headphones (Luxe Edition) - Blue	EPL	0.50%
ML9G2AM/A	Beats Solo2 On-Ear Headphones (Luxe Edition) - Red	EPL	0.50%
MLA42AM/A	Beats Solo2 On-Ear Headphones (Luxe Edition) - Silver	EPL	0.50%
MP162LL/A	Beats Solo3 Wireless On-Ear Headphones - (PRODUCT)RED	EPL	0.50%
MP582LL/A	Beats Solo3 Wireless On-Ear Headphones - Black	EPL	0.50%
MNEN2LL/A	Beats Solo3 Wireless On-Ear Headphones - Gloss Black	EPL	0.50%
MNEP2LL/A	Beats Solo3 Wireless On-Ear Headphones - Gloss White	EPL	0.50%
MNER2LL/A	Beats Solo3 Wireless On-Ear Headphones - Gold	EPL	0.50%
MNET2LL/A	Beats Solo3 Wireless On-Ear Headphones - Rose Gold	EPL	0.50%
MNEQ2LL/A	Beats Solo3 Wireless On-Ear Headphones - Silver	EPL	0.50%
MP132LL/A	Beats Solo3 Wireless On-Ear Headphones – Ultra Violet	EPL	0.50%
MHDL2AM/B	Beats Studio Over-Ear Headphones - Metallic Sky	EPL	0.50%
MP1F2LL/A	Beats Studio Wireless Over-Ear Headphones - Gloss Black	EPL	0.50%
MP1G2LL/A	Beats Studio Wireless Over-Ear Headphones - Gloss White	EPL	0.50%
MHDM2AM/B	Beats Studio Wireless Over-Ear Headphones - Gold	EPL	0.50%
MHAK2AM/B	Beats Studio Wireless Over-Ear Headphones - Titanium	EPL	0.50%
ML4Q2LL/A	Beats Pill+ Portable Speaker - (PRODUCT)RED	EPL	0.50%
MHDV2G/A	Beats RemoteTalk Cable	EPL	0.50%
MMEF2AM/A	AirPods	EPL	0.50%
ME186LL/A	Apple In-Ear Headphones with Remote and Mic	EPL	0.50%
MNHF2AM/A	EarPods with 3.5mm Headphone Plug	EPL	0.50%
MMTN2AM/A	EarPods with Lightning Connector	EPL	0.50%
MB110LL/B	Apple Keyboard with Numeric Keypad - US	EPL	0.50%
MLA22LL/A	Apple Magic Keyboard - US English	EPL	0.50%
MK0C2AM/A	Apple Pencil for iPad Pro	EPL	0.50%
MLUN2AM/A	Apple Pencil Tips - 4 Pack	EPL	0.50%
MM2L2AM/A	Smart Keyboard for 9.7-inch iPad Pro	EPL	0.50%
MJYR2LL/A	Smart Keyboard for 12.9-inch iPad Pro	EPL	0.50%
MLA02LL/A	Apple Magic Mouse 2	EPL	0.50%
MJ2R2LL/A	Apple Magic Trackpad 2	EPL	0.50%
MB112LL/B	Apple Mouse	EPL	0.50%
MM4T2AM/A	Apple Remote	EPL	0.50%
MC552AM/B	Apple 30-pin to VGA Adapter	EPL	0.50%
MNN62AM/A	iPhone Lightning Dock - Black	EPL	0.50%
ML8H2AM/A	iPhone Lightning Dock - Space Gray	EPL	0.50%
MGRM2AM/A	iPhone Lightning Dock - White	EPL	0.50%
MMX62AM/A	Lightning to 3.5 mm Headphone Jack Adapter	EPL	0.50%
MQ4N2ZM/A	iPad Smart Cover - (PRODUCT)RED *(compatible with iPad (5th gen) and iPad Air 2)*	EPL	0.50%
MQ4L2ZM/A	iPad Smart Cover - Charcoal Gray *(compatible with iPad (5th gen) and iPad Air 2)*	EPL	0.50%
MQ4P2ZM/A	iPad Smart Cover - Midnight Blue *(compatible with iPad (5th gen) and iPad Air 2)*	EPL	0.50%
MQ4Q2ZM/A	iPad Smart Cover - Pink Sand *(compatible with iPad (5th gen) and iPad Air 2)*	EPL	0.50%
MQ4M2ZM/A	iPad Smart Cover - White *(compatible with iPad (5th gen) and iPad Air 2)*	EPL	0.50%

Part Number	Description	Price List	Discount
MKLN2ZM/A	iPad mini 4 Silicone Case - (PRODUCT)RED	EPL	0.50%
MKLK2ZM/A	iPad mini 4 Silicone Case - Charcoal Gray	EPL	0.50%
MKLM2ZM/A	iPad mini 4 Silicone Case - Midnight Blue	EPL	0.50%
MKLP2ZM/A	iPad mini 4 Silicone Case - Stone	EPL	0.50%
MKLY2ZM/A	iPad mini 4 Smart Cover - (PRODUCT)RED	EPL	0.50%
MKLV2ZM/A	iPad mini 4 Smart Cover - Charcoal Gray	EPL	0.50%
MKLX2ZM/A	iPad mini 4 Smart Cover - Midnight Blue	EPL	0.50%
MKM02ZM/A	iPad mini 4 Smart Cover - Stone	EPL	0.50%
MKLW2ZM/A	iPad mini 4 Smart Cover - White	EPL	0.50%
MM222AM/A	Silicone Case for 9.7-inch iPad Pro - (PRODUCT)RED	EPL	0.50%
MM262AM/A	Silicone Case for 9.7-inch iPad Pro - Apricot	EPL	0.50%
MM1Y2AM/A	Silicone Case for 9.7-inch iPad Pro - Charcoal Grey	EPL	0.50%
MNN82ZM/A	Silicone Case for 9.7-inch iPad Pro - Cocoa	EPL	0.50%
MM212AM/A	Silicone Case for 9.7-inch iPad Pro - Midnight Blue	EPL	0.50%
MNN72ZM/A	Silicone Case for 9.7-inch iPad Pro - Pink Sand	EPL	0.50%
MN2G2ZM/A	Silicone Case for 9.7-inch iPad Pro - Sea Blue	EPL	0.50%
MM232AM/A	Silicone Case for 9.7-inch iPad Pro - Stone	EPL	0.50%
MM202AM/A	Silicone Case for 9.7-inch iPad Pro - White	EPL	0.50%
MM2D2AM/A	Smart Cover for 9.7-inch iPad Pro - (PRODUCT)RED	EPL	0.50%
MM292AM/A	Smart Cover for 9.7-inch iPad Pro - Charcoal Grey	EPL	0.50%
MM2C2AM/A	Smart Cover for 9.7-inch iPad Pro - Midnight Blue	EPL	0.50%
MNN92ZM/A	Smart Cover for 9.7-inch iPad Pro - Pink Sand	EPL	0.50%
MM2A2AM/A	Smart Cover for 9.7-inch iPad Pro - White	EPL	0.50%
MK0D2ZM/A	Silicone Case for 12.9-inch iPad Pro - Charcoal Gray	EPL	0.50%
MK0E2ZM/A	Silicone Case for 12.9-inch iPad Pro - White	EPL	0.50%
MK0L2ZM/A	Smart Cover for 12.9-inch iPad Pro - Charcoal Gray	EPL	0.50%
MLJK2ZM/A	Smart Cover for 12.9-inch iPad Pro - White	EPL	0.50%
MGQL2LL/A	iPhone 6s Smart Battery Case - Charcoal Gray (also compatible with iPhone 6)	EPL	0.50%
MGQM2LL/A	iPhone 6s Smart Battery Case - White (also compatible with iPhone 6)	EPL	0.50%
MMY62ZM/A	iPhone 7 Leather Case - (PRODUCT)RED	EPL	0.50%
MMY52ZM/A	iPhone 7 Leather Case - Black	EPL	0.50%
MMY32ZM/A	iPhone 7 Leather Case - Midnight Blue	EPL	0.50%
MMY22ZM/A	iPhone 7 Leather Case - Saddle Brown	EPL	0.50%
MMY12ZM/A	iPhone 7 Leather Case - Storm Gray	EPL	0.50%
MMWN2ZM/A	iPhone 7 Silicone Case - (PRODUCT)RED	EPL	0.50%
MMW82ZM/A	iPhone 7 Silicone Case - Black	EPL	0.50%
MMX22ZM/A	iPhone 7 Silicone Case - Cocoa	EPL	0.50%
MMWK2ZM/A	iPhone 7 Silicone Case - Midnight Blue	EPL	0.50%
MMWW2ZM/A	iPhone 7 Silicone Case - Ocean Blue	EPL	0.50%
MMX12ZM/A	iPhone 7 Silicone Case - Pink Sand	EPL	0.50%
MMX02ZM/A	iPhone 7 Silicone Case - Sea Blue	EPL	0.50%
MMWR2ZM/A	iPhone 7 Silicone Case - Stone	EPL	0.50%
MMWF2ZM/A	iPhone 7 Silicone Case - White	EPL	0.50%
MN002LL/A	iPhone 7 Smart Battery Case - Black	EPL	0.50%
MN012LL/A	iPhone 7 Smart Battery Case - White	EPL	0.50%
MMYJ2ZM/A	iPhone 7 Plus Leather Case - Black	EPL	0.50%
MMYG2ZM/A	iPhone 7 Plus Leather Case - Midnight Blue	EPL	0.50%
MMQR2ZM/A	iPhone 7 Plus Silicone Case - Black	EPL	0.50%

Part Number	Description	Price List	Discount
MMT12ZM/A	iPhone 7 Plus Silicone Case - Cocoa	EPL	0.50%
MMQU2ZM/A	iPhone 7 Plus Silicone Case - Midnight Blue	EPL	0.50%
MMT02ZM/A	iPhone 7 Plus Silicone Case - Pink Sand	EPL	0.50%
MMQV2ZM/A	iPhone 7 Plus Silicone Case - PRODUCT(RED)	EPL	0.50%
MMQW2ZM/A	iPhone 7 Plus Silicone Case - Stone	EPL	0.50%
All Other Apple Products		NAP	0.50%

Attachment A-3 – Configuration Services

For the Configuration Services listed below, Supplier will provide Members with firm fixed prices.

Supplier Item #	Service	Description	Firm Fixed Price
CDW Configuration Center Installation Services			
1706188	Hardware	CDW Hardware Install for Server	$ 32.99
1706189	Hardware	CDW Hardware Install for DT-LT-PRT	$ 17.99
1820627	Hardware	CDW Hardware Install for Netcom	$ 22.99
Asset Tagging			
322170	Asset Tags	CDW ASSET TAGS NO INSTALL MAIL ONLY	$ 0.98
338519	Asset Tags	CDW ASSET TAG W/O INSTALL	$ 9.99
338521	Asset Tags	CUSTOMER ASSET TAG W/INSTALL	$ 9.99
338523	Asset Tags	CUSTOMER ASSET TAG W/O INSTALL	$ 9.99
500814	Asset Tags	CDW CREATE CUSTOM TAG/LABEL	$ 29.99
500815	Asset Tags	BASIC CUSTOM TAG	$ 9.99
500817	Asset Tags	INTERMEDIATE CUSTOM TAG	$ 17.99
500818	Asset Tags	ADVANCED CUSTOM TAG	$ 22.99
537315	Asset Tags	CDW CREATED CUSTOM TAG – MAIL ONLY	$ 1.22
955862	Asset Tags	CDWG UID TAG/LABEL	$ 9.99
Configuration Service Bundles			
2342089	Bundle	CDW HW IMAGE CDW ASSET TAG-REQ1173	$ 45.99
2342092	Bundle	CDW HW IMAGE BASIC CUSTM TAG-REQ1174	$ 52.99
2342096	Bundle	CDW HW IMAG CUSTMR ASSET TAG-REQ1175	$ 52.99
2342098	Bundle	CDW IMAG CSTMR ASSET TAG PRI-REQ1176	$ 46.99
2342102	Bundle	CDW IMAGE CDW ASSET TAG PRI-REQ1177	$ 39.99
2342106	Bundle	CDW HW IMAGE PRIORITY-REQ1178	$ 53.99
2423730	Bundle	CDW HW IMAGE CDW ASSET PRI-REQ1193	$ 53.99
2423732	Bundle	CDW HW IMG BSC CSTM TAG PRI-REQ1194	$ 59.99
2423734	Bundle	CDW HW IMAG CUSTMR ASSET PRI-REQ1195	$ 59.99
2426793	Bundle	CDW IMAGE CUSTMER ASSET TAG-REQ1197	$ 39.99
2426795	Bundle	CDW IMAGE CDW ASSET TAG-REQ1198	$ 32.99
2426798	Bundle	CDW HARDWARE IMAGE DEPLOY-REQ1199	$ 45.99
2853723	Bundle	CDW IMAGE BASIC CUSTOM TAG-REQ1324	$ 39.99
2853726	Bundle	CDW IMAGE BIOS CUSTOMIZATION-REQ1325	$ 39.99
Diagnostics			
214266	Diagnostics	CDW BURN IN 12 HOURS	$ 21.99
Imaging			
195856	Imaging	CDW INSTALLING CUSTOM SERVER IMAGE	$ 113.99
247489	Imaging	HILL ROM CREATE CUSTOM RESTORE CD	$ 49.99
266912	Imaging	CDW APPLE IMAGE DEPLOYMENT	$ 32.99
283926	Imaging	CDW MASTER IMAGE CREATION CREDIT	$ 183.99
379370	Imaging	CDW INSTALLING CUSTOM PDA IMAGE	$ 17.99
534223	Imaging	CDW IMAGE DEPLOYMENT & INTEGRATION	$ 32.99

Imaging				
763587	Imaging	FLASH DRIVE IMAGING	$	9.99
763593	Imaging	CDW USB RESTORE UPTO 16GB	$	39.99
2869570	Imaging	CDW USB RESTORE UPTO 32GB	$	52.99
809048	Imaging	CDW MAINTAIN CUSTOM PC IMAGE-CREDIT	$	31.99
1640342	Imaging	CDW INSTALLING ALTIRIS SERVER IMAGE	$	113.99
1926223	Imaging	CDW TERMINAL IMAGE DEPLOYMENT	$	32.99
2691836	Imaging	CDW SCCM CONFIG SERVICE-ZERO TOUCH	$	32.99
2798606	Imaging	CDW IMAGE MODEL MIGRATION CREDIT	$	113.99
Laser Etching				
1461330	Laser Etching	CDW LASER ETCHING BASIC TEMPLATE	$	32.99
1461344	Laser Etching	CDW LASER ETCHING-TIER 1 STATIC SML	$	19.99
2815190	Laser Etching	CDW LASER ETCHING-TIER 2 STATIC LRG	$	22.99
2815191	Laser Etching	CDW LASER ETCHING-TIER 3 DYNAMIC	$	29.99
Mobile Cart Services				
1197185	Mobile Carts	CDW BASIC MOBILE CART CONFIGURATION	$	89.99
1197186	Mobile Carts	CDW ADVANCED MOBILE CART CONFIGURATION	$	129.99
Netcom/ Routing				
311718	Netcom	CDW SWITCH-ROUTER CONFIG LABOR LEVEL 1	$	52.99
1550455	Netcom	CDW CHASSIS SWTCH-RTR CFG LABOR LVL2	$	123.99
1550460	Netcom	CDW SWITCH-ROUTER CONFIG LABOR LEVEL 2	$	82.99
2394839	Netcom	CDW CHASSIS SWTCH-RTR CFG LABOR LVL1	$	88.99
2432019	Netcom	CDW VPN DOMAIN JOIN ONLY	$	14.99
Other Configuration Services				
504311	Other	CDW HP ILO ACTIVATION	$	21.99
872360	Other	SYSTEM'S BIOS/FIRMWARE UPG	$	24.99
1197175	Other	CDW CUSTOM IP CONFIGURATION	$	21.99
1197180	Other	CDW BIOS CUSTOMIZATION	$	9.99
1369901	Other	CDW SRVC CUSTOM ADDED INSERTS	$	9.99
1369904	Other	CDW COMPUTRACE ACTIVATION	$	9.99
1369905	Other	CDW DATA CAPTURE & TRACKING SRVC	$	9.99
1685998	Other	CDW HARD DRIVE PARTITION/FORMAT ONLY	$	7.99
1713539	Other	CDW SPECIAL CONFIG REQ - 1 CREDIT	$	9.99
1713542	Other	CDW SPECIAL CONFIG REQ - 6 CREDITS	$	39.99
1713544	Other	CDW SPECIAL CONFIG REQ - 12 CREDITS	$	76.99
2366694	Other	CDW APPLE IOS CUSTOMIZATION LVL 1	$	22.99
2366709	Other	CDW APPLE IOS CUSTOMIZATION LVL 2	$	39.99
2613286	Other	CDW ANDROID CUSTOMIZATION LVL 1	$	22.99
2613287	Other	CDW ANDROID CUSTOMIZATION LVL 2	$	39.99
2671476	Other	CDW SCREEN OVERLAY INSTALL SERVICE	$	14.99
2696504	Other	CDW ENCRYPTION SERVICE	$	21.99
2828923	Other	CDW SAS RAID Activation	$	21.99
2858009	Other	CDW KINDLE AD REMOVAL REQ1329	$	39.99

Software Services				
76056	Software	CDW STANDARD APPLICATION INSTALL	$	46.99
76980	Software	CDW NETWORK OPERATING SYSTEM INSTALL	$	236.99
346243	Software	CDW STANDARD OPERATING SYSTEM INSTALL	$	100.00
931000	Software	CDW NETWORK APPLICATION INSTALL	$	123.99
1197183	Software	CDW APPLICATION UPDATES AND MAINTENANCE	$	29.99
1278296	Software	CDW OS DOWNGRADE	$	113.99
1291101	Software	CDW RED HAT INSTALLATION OS-ALL VERS	$	149.99
1550439	Software	SUN SOLARIS INSTALLATION – ALL VERSIONS	$	236.99
1550447	Software	VMWARE INSTALLATION – ALL VERSIONS	$	89.99
2877582	Software	CDW CHROME OS UPDATE AND CONFIG	$	21.99

Attachment B

I. Relevant Terms

A. Customer Support

Supplier shall provide a single point of contact plus a backup for each Member. This individual may support multiple members. Members shall have access to their corresponding customer service representative during normal business hours of every business day (8am to 5pm local time).

B. Order Fulfillment

Order Accuracy rate shall be maintained at 98% or greater. Order Accuracy rate is defined as "the number of items (referred to as EDCs by Supplier) delivered as ordered divided by the total number of items delivered per calendar quarter."

Order Fill rate shall be maintained at 95% or greater, evaluated quarterly. Order Fill rate is defined as "the number of items on an order filled completely as ordered divided by the total number of lines on an order."

Supplier, within two (2) business days after receiving a purchase order, shall notify the Member of any potential delivery delays. The following information regarding backorder(s) shall be provided to the Member:

- PO Number, if applicable
- Item ID
- Item Name & Description
- Reason for shortage as made available to Supplier by manufacturer
- Plan of action (when delivery may be expected or suggested replacement)

C. Substitutions

No substitutions of alternate items for products ordered are permitted without the express prior written approval of the Member. Any and all remanufactured or refurbished products are not acceptable, in lieu of a new product, unless authorized by the Member.

D. Minimum Orders

No minimum order charges or conditions shall apply for any purchases made under this Agreement.

E. Supplemental Charges

Supplier shall be required to state all supplemental charges that may be assessed in addition to the pricing for the goods and/or services provided including additional shipping charges, cost of goods, delivery, freight fuel surcharges, installation or any other charges incurred by the Member. If Supplier offers multiple pricing options (i.e.: drop ship, inside delivery, delivered and installed) they must be specified within a quote and explicitly accepted by Member prior to order.

F. Delivery

Deliveries to Members range from, but are not limited to: (1) one central receiving location, (2) multi-campus locations, (3) campus building(s), or (4) department(s). Frequency of delivery may range from: (1) daily, (2) weekly, (3) monthly, or (4) as needed to assure that institutions' needs are met. Delivery may be based on storeroom delivery, Just-in-Time agreements, drop shipments, and delivered and installed.

Normal delivery of orders must be accomplished at established times as set by the Member. Order Fill rate shall be maintained at 95% or greater as defined in Section B, above. The Supplier(s) shall have the capability of expediting the delivery of orders to assure no shortage of product during installation.

Title and risk of loss shall pass to the Member at the F.O.B. destination point. The title and risk of loss of the goods shall not pass to a given Member until receipt of the goods at the point of delivery. The products furnished shall be delivered:

F.O.B. Destination, Full Freight Allowed (Supplier pays freight)

Selection of a carrier for shipment will be the Supplier's option unless otherwise specified by the Member. If special delivery or handling charges are applicable they shall be pre-approved by the Member.

The Supplier shall maintain records evidencing the delivery of goods and upon request by the Member provide such proof of delivery.

G. Packaging and Labeling

Shipments are to have packing and packaging which is environmentally sensitive and state of the art. Stuffing (e.g. "popcorn", etc.) is to be biodegradable. INSTAPAK will not be used. Wrapping, boxing and crating are to be minimized. Supplier will make best efforts to ensure that recycled cardboard is to be used in place of new cardboard. Large shipments (skids, etc.) are to be shrink-wrapped. Pallets will be standard wood four-way. The supplier must work with OEMs and distributors so that direct ship and pass through shipments are packaged with the same considerations.

The supplier is expected to look for cutting edge packaging innovations for delivery options, such as exchangeable packs, bags, or other similar containers that would eliminate as much traditional packaging materials as possible.

Each packaged order shall have a packing label affixed indicating the order number, order date, ship to name & address, delivery zone (if requested), and any additional information requested by the ordering Member. In addition, each order shall have a packing list.

H. Tracking Lost and Damaged Shipments

Supplier relies upon various carriers to deliver products to Members. In the event that a carrier or shipper fails to deliver or delivers products incorrectly, upon receipt of notification from the Member, Supplier shall take immediate corrective action to make the correct delivery at no cost to Member.

Should any action on the part of the Supplier or a subcontractor cause visible damage to the facilities during transport, the Supplier is required to immediately contact Member and forward a confirming damage report detailing the damages. Supplier shall be able to track all shipments and provide order status to members.

I. Returns – Defective and Non-Conforming Goods or Services

If any goods or services furnished under the Agreement are defective or non-conforming, or fail to meet warranties, specifications, any other provisions of the Agreement, or any SMA, Supplier shall offer some or all of the following remedies which shall be available to the Member within thirty (30) days after delivery of product by Supplier:

- Repair and Replacement: Supplier shall promptly repair, replace, or correct non-conforming or defective goods and services at the Supplier's own expense.
- Cancellation: Member may cancel an order or any part thereof or any undelivered portion thereof without incurring any liability to Supplier, and any payments made by Member for products or services purchased shall be refunded by the Supplier and/or its agents.
- Like-for-Like: Like-for-like equipment throughout the entire term of the contract maintenance or warranty shall be provided at no cost to the Member in the event that the equipment experiences excessive down-time or fails to maintain acceptable quality standards.
- Removal: Supplier shall remove such goods at its own expense and if the Supplier fails to remove such goods, Member may return all or any portion of such goods at the expense of Supplier.
- Risk of Loss and Storage: All goods shall be held at Supplier's risk and the Supplier shall pay all expenses incurred including storage costs.
- Supplier Liability: The Supplier shall be liable for any and all losses, claims, expenses, (including reasonable attorney's fees and court costs) and other incidental and consequential damages resulting from such failure to meet all the requirements of this Agreement and any SMA.
- Products under warranty. The decision to replace such products or accept warranty repair shall be at the sole discretion of the member except in the event the Member fails to provide timely notice of product failure to the Supplier.
- After the Warranty Period: After the warranty period, the Supplier is responsible to make sure that service agreements are available to the Member. The Supplier, the manufacturer or an authorized third party may provide the maintenance.

J. Reasons for Return or Credit

The Supplier shall accept the following as reasons for return or credit within 30 days of purchase:

- The product is defective or nonconforming.
- The product is incorrectly ordered or shipped.
- The product is received as an overage or the order is duplicated and shipped in error and the overage is noted on the shipping document(s).
- The product receipt is late or delayed and because of the late or delayed delivery is deemed in good faith by the member to be unusable or no longer needed.

Certain products may be non-returnable, including but not limited to custom build units. Supplier shall disclose such limitations to Member at time of quote or prior to acceptance of order by Supplier.

K. Restocking Policy

Supplier shall not impose a restocking fee on member under the following circumstances:

- Item is returned due to damage, incorrect product shipped, or Supplier customer service order entry error.
- Unopened inventory is returned within 10 business days of delivery.
- Inventory is returned, but exchanged for other inventory.

Re-stocking fees for all other reasons can be no greater than 15% of the value of the items needing re-stocking.

L. Warranty and Product Condition of Sale

Manufacturer's standard warranty shall apply to purchases made under this Agreement and Members will look directly to the manufacturer for all warranty issues. Notwithstanding the foregoing, Supplier will work with Members for warranty concerns, where appropriate, and will work with its manufacturers and partners to facilitate warranties at appropriate levels and coverage areas.

Supplier should track the product warranty for products sold to Member. Subject to manufacturer program details, loaner products shall be made available while Member's equipment is out for warranty repair.

Supplier certifies and warrants that all products sold to Members shall be:

- New and genuine
- Free from defects
- Provided as per manufacturer's requirements
- Sold or manufactured via legal and reputable channels
- Not misbranded

For refurbished products, Supplier shall disclose to Member the specified product is refurbished on a quote and before acceptance of the order.

M. Extended Warranty Option

Supplier shall offer optional manufacturer or third-party warranty extensions on all systems where available.

N. User Manuals

Upon request, Supplier shall provide on-line links to original instruction manuals for each unit ordered and will use reasonable efforts to obtain documentation for all components used. Electronic notification of bulletins, revisions and corrections shall be provided upon request as they are issued by manufacturer.

O. New and Discontinued Products

Supplier shall immediately notify E&I and the membership of any new or discontinued products upon notification by manufacturer. Unless noted otherwise the discount and pricing established for new products will be equal to the pricing structure proposed

P. Replacement Parts
If Supplier offers replacement parts, then a separate category of "Replacement Parts" pricing should be added to the proposed discount structure.

Q. Evaluation Units
If requested, Supplier shall make available evaluation units of products, subject to manufacturer's evaluation program terms. It is preferred that units for evaluation be provided free of charge and that the quantity of any evaluation unit requested will be reasonable but sufficient to undertake an appropriate evaluation. Supplier shall provide Member with return instructions as appropriate.

R. Business Review Meetings
In order to maintain a partnership between the member and the Supplier, Members may require business review meetings. These meetings shall be held on a quarterly basis, if not more frequently. The business review meeting shall include, but not be limited to, the following:

- Review of Supplier performance
- Review of minimum required reports (as described in the following section)
- Review of new technologies, industry trends

S. Reporting
Member Self-Serve Reporting - Supplier shall provide Members with electronic, real-time information on status and order history and access to standard and custom reports in various formats twenty-four (24) hours a day, seven (7) days a week via the online Account Center available on Supplier's website (www.cdwg.com).

Additional Member Reports - Upon request, Supplier shall provide the following additional reports to Members with an annual spend over $1,000,000.00:

- Total orders year to date, including item ID, item description, unit of measure, total quantity ordered, total quantity shipped, sales price, list price (when applicable to the calculation of the sale price), total sales price (total quantity shipped x sales price), bundle vs. non-bundle, and department if provided by member at time of order
- Total order accuracy and fill rates
- Number of orders returned due to Member error
- Total re-stocking charges applied
- Number of orders returned due to Supplier error
- Total dollar value of miscellaneous charges including but not limited to transaction fees, delivery charges, and other misc. charges
- Current market updates, i.e. company news, systems failures, product recalls, etc.
- EPEAT standards of equipment ordered (sustainability) as made available by manufacturer
- Historically Underutilized Business (HUB) spend (supplier diversity)

For Members with annual spend below $1,000,000, Supplier, at its sole discretion, shall make reasonable efforts to accommodate additional reporting requests.

T. Employee Purchase Program
Supplier may offer discounted products to Members' students, faculty and staff for personal purchases to the extent allowed by manufacturer for such purchases. For products restricted by manufacturer to students only, Supplier, if available, shall offer an appropriate version for employee purchase. Such purchases may be subject to taxes and other fees. Programs are fulfilled pursuant to standard terms of sale available at www.cdwg.com.

II. General Terms and Conditions

1. Orders
All terms and conditions of an individual member's standard procurement terms for ordering may apply. With each purchase order, it is mutually agreed that the member's purchase order shall create an agreement between the parties thereto containing all specifications, terms and conditions of the Agreement, except as amended by Supplier and agreed to by Member.

2. Emergency Purchases
Members reserve the right to make purchases of items included under this contract when emergency conditions exist. All emergency purchases shall be reported to E&I as regular sales.

3. Invoices and Payment
Invoices shall be directed to the appropriate location(s) specified by the Member. Invoices and payment terms must comply with the requirements of the Agreement, except as amended by the Member and accepted by the Supplier. The Member placing the order with the Supplier shall be solely liable for payment for products and/or services ordered and will be invoiced directly by the Supplier. Neither E&I nor its Members shall be liable for the indebtedness of any other Member.

If a Member does not specify payment terms, the default payment term for Members shall include invoicing at time of shipment. Payments shall be due within thirty (30) days of invoice date, or as required by the Member's statutory requirements.

Cash discounts for prompt payment may be offered to any Member from the date of receipt of the invoices, or as required by the Member's statutory requirements. Negotiated cash discounts with Members for aggregated billing (monthly/bi-weekly, etc.) may be negotiated on an individual basis.

4. Specific Member Agreements
Member and Supplier may enter into a separate, supplemental, Specific Member Agreement ("SMA"), to further define the requirements which may differ from the pricing and/or minimum service requirements in this Agreement. Any SMA developed is exclusively between the Member and Supplier and shall not apply to E&I or other Members' purchases under this Agreement. E&I, its agents, members and employees shall not be made party to any claim for breach of such agreement.

5. Third Party Distributors/Subcontractors
In the event that the Supplier chooses to subcontract any service or delivery of the products under the terms herein, the Supplier shall fully warrant prompt performance of the subcontractor in a, workmanlike manner customary in the industry. Failure by the subcontractor to perform in a timely manner as specified above shall not relieve the Supplier of its obligations to make complete timely delivery of products, supplies or service at no additional cost to the Member.

6. Education Pricing/Pricing Parity
Subject to applicable law, the pricing established under this Agreement is to be equal to or better than Members receive generally under other comparable consortiums serving Education with the same scope of products, services and volume as E&I under substantially similar terms and conditions.

7. Interpretation, Enforcement and Forum of Laws
For disputes between the Member and Supplier, this Agreement shall be governed by, construed, interpreted, and enforced solely in accordance with the laws of the state in which the Member resides and the venue of any action shall lie in such a federal or state court located in that state.

For disputes between E&I and Supplier, this Agreement shall be governed by, construed, interpreted, and enforced solely in accordance with the laws and within the federal or state courts within the state of New York.

8. Compliance with Law
Supplier warrants and certifies that in the performance of this Agreement, it has complied with all applicable laws, including but not limited to, applicable laws and regulations pertaining to labor, wages, hours and other conditions of employment.

9. Funding Provided by Federal Contracts or Grants
Where federal contracts or grants provide funding to a Member and such Member notifies Supplier of same, it is the responsibility of the Supplier and the Member to comply with all applicable Federal Acquisition Regulations (FAR) and shall complete any certifications and disclosures required pursuant to the terms of the FAR. When federal contract or grant funds are used for such Member purchases which exceed $25,000 under this Agreement and Member notifies Supplier, certification must be provided in writing that the Supplier is not debarred, suspended, or proposed for debarment by the federal government upon Member's written request prior to the submission of a purchase order.

10. Insolvency
In the event of any proceedings in bankruptcy or insolvency by or against Supplier, or in the event of the appointment (with or without its consent) of an assignee for the benefit of creditors, or a receiver, E&I may terminate this Agreement without prior notice and without incurring any liability whatsoever to Supplier except for E&I invoices that may be outstanding for payment.

11. Assignments
With the exception of Supplier's affiliates, Supplier shall not assign this agreement or any of Supplier's rights or obligations hereunder, without E&I's prior written consent. Any purported assignment made without E&I's prior written consent shall be void and of no effect.

12. Resale
E&I and a Member may purchase goods for resale upon written notice to and agreement by Supplier. Such purchases shall be subject to the terms and conditions, including any right, warranty and interest to the extent allowable by the manufacturer or distributor.

13. Patent Trademark and Copyright Infringement
The Supplier warrants that the products/services hereby sold, do not infringe upon or violate any patent, copyright, trademark, trade secret existing under laws of the United States. The Supplier agrees to defend actions alleging such infringements and will hold E&I, its officers, agents, servants, employees and Members harmless from losses arising therefrom.

14. Use of Name, Logos, etc. in Advertising
Supplier agrees not to make reference to this Agreement or use the logo of E&I or any of its Members in any advertising material of any kind without prior written consent of E&I or such Member. E&I agrees not to make reference to this Agreement or use the logo of Supplier in any advertising and marketing materials of any kind without the expressed written consent of the Supplier.

15. Transactions between Supplier and E&I Member
The purchase of products and/or services from Supplier by a Member is a transaction solely between Member and Supplier. It is understood and agreed that if any litigation arises between Supplier and a Member, Supplier shall not voluntarily make E&I a party to that litigation. A violation of this Section 15 shall be deemed a material breach of this Agreement warranting termination by E&I, and Supplier agrees to indemnify E&I against and hold it harmless from all costs associated with such litigation, including reasonable attorney's fees.

16. Responsibility for Damage Claims - Reserved

17. Protection of Property and Liability
The Supplier shall take care not to damage the premises of E&I or its Members, and in case such damage occurs as the result of purchases under this contract, Supplier shall make appropriate restitution after written notice to Supplier and within thirty (30) days. Failure to do so shall be deemed a material breach of this Agreement.

18. Indemnification of E&I and Member
Supplier agrees to indemnify and hold harmless E&I and its Members from and against all costs, including reasonable legal fees costs, associated with third party claims, including worker's compensation claims, which arise pursuant to a final judgment by a court of competent jurisdiction or which are included as the result of a final settlement and where such claims arise as a result of death or damage to personal tangible property and which are a direct result of the negligence or willful misconduct in Supplier's performance hereunder (each a Claim). Supplier, at the request of the Member and/or E&I, shall undertake to participate fully in the defense of a Claim in accordance with the applicable laws of the state where the Member or E&I is located.

19. Limitation of Liability
Neither Supplier, E&I nor Member shall be liable for any punitive, consequential, special or other indirect damages. Neither Supplier, E&I nor Member shall be liable hereunder for any damage in excess of $2,500,000 except in the event of that party's negligent acts or omissions.

20. Insurance
If fabrication, construction, installation, service or other work is specified to be conducted on member's premises, Supplier shall maintain in force during the period of such work the following coverages: (a) worker's compensation, as required by the laws of the State of member; (b) commercial general liability for bodily injury and/or property damage in an amount of not less than $1,000,000 single limit, per occurrence; (c) automobile liability for bodily injury and/or property damage in an amount of not less than $1,000,000 single limit, per occurrence. Supplier shall provide a certificate of insurance naming E&I and Member as additional insureds. Upon request, Supplier shall furnish to E&I satisfactory proof of such insurance coverage.

Individual Members may require coverage in addition to the above limits. If the need for additional coverage develops, it will be the responsibility of the Member to arrange for such coverage with the Supplier. Supplier shall furnish to Member satisfactory proof of such insurance coverage prior to commencement of the work.

21. Licenses/Permits/Taxes and Tax Exempt Status
Supplier shall be responsible for obtaining all permits, licenses and bonding, to comply with the applicable rules and regulations of any state, federal, municipal or county laws or any city government, bureau or department as applicable to Supplier and shall assume all liability for all applicable taxes.

E&I is a not-for-profit corporation. Members may be 501(c)(3) corporations but have varying requirements to either pay or are exempt from state sales tax.

All prices listed and discounts offered are exclusive of all taxes. Supplier has the duty to collect all applicable taxes in connection with the sale, delivery or use of any items, products or services included herein from member or from E&I (if for the purpose of resale), at the taxable rate in effect at the time of invoicing. Supplier shall comply with the state sales tax requirements of each Member. If sales to Member are exempt from such taxes, Member shall furnish to Supplier a certificate of exemption in form and timeliness acceptable to the applicable taxing authority.

22. Americans With Disabilities Act
Supplier shall comply with all applicable provisions of the Americans with Disabilities Act and applicable federal regulations under the Act.

23. Compliance with Immigration Reform and Control Act of 1986
Supplier shall comply with the Immigration Reform and Control Act of 1986. Supplier shall be responsible for assuring that all persons engaged in the performance of work hereunder are authorized to work as required by the Act as amended.

24. Alcohol, Tobacco & Drug Rules and Regulations
Employees of the Supplier and its subcontractors shall comply with all agreed upon instructions, pertaining to conduct and building regulations of the Members. The member reserves the right to request the removal or replacement of any undesirable employee at any time.

All buildings on the Member's grounds are tobacco-free. Use of tobacco products is not permitted in any area inside Member's buildings. The Supplier is expected to respect this tobacco-free policy and fully comply with it.

The Supplier agrees that in the performance of this Agreement, neither the Supplier nor any of its employees, to the best of Supplier's knowledge, shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including alcohol, in conducting any activity covered by this Agreement. E&I and the Member reserve the right to request a copy of the Drug Free Workplace Policy. The Supplier further agrees to insert a provision similar to this statement in all subcontracts for services required.

25. Equal Opportunity
The provisions of Section 202 of Executive Order 11246.41 C.F.R. Sec. 60-1.1 C.F.R. Sec. 60-250.4 and 41 C.F.R. Sec. 60-741.4 are incorporated herein by reference and shall be applicable to this Agreement unless this Agreement is exempted under the rules, regulations, or orders of the U.S. Secretary of Labor.

26. Non-Discrimination
The parties agree to comply with applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination.

27. Sexual Harassment
In the event that E&I or its Members provide written notice that Supplier's employee has acted in violation of E&I's or Members' policies or any applicable law prohibiting sexual harassment, Supplier shall promptly remove such individual and replace them with alternate personnel with similar training and education.

28. Employee Documentation
At any time during the term of the Agreement, a Member may request Supplier's background check policy. In the event a Member requires Supplier's personnel to meet Member's own background check policy, then the Member may itself or through an independent third party and with the consent of the Supplier's personnel, conduct a background check. In the event that such personnel do not meet Member's policy requirements, Member may request the substitution of Supplier's personnel that will reasonably meet such policy requirements. The result of Member's background checks shall not be disclosed to Supplier.

29. Federal Debarment
Supplier certifies that it is presently not debarred, suspended, proposed for debarment, declared ineligible, is not in the process of being debarred, nor is voluntarily excluded from covered transactions by any federal department or agency.

30. Expropriation
Suppliers should indicate if, by any existing agreement with any party, its operations, delivery vehicles and or personnel can be in any way expropriated or annexed. If such an agreement exists, supplier should indicate when this agreement or those terms will expire.

31. Hazardous Materials and OSHA Communication Standards
The Supplier shall make reasonable commercial efforts to provide Material Safety Data Sheets (MSDS) to Members as made available by manufacturer. The Supplier shall retain title and/or ownership and responsibility for hazardous materials delivered in error. Within three working days of written notification by Member to Supplier, the Supplier must retrieve hazardous materials that are delivered in error. The Supplier is responsible for the safe and legal disposal of all hazardous materials generated in the performance of the Agreement. In addition, the Supplier shall be responsible for providing its employees chemical safety training mandated by OSHA Hazard Communication Standard. The Supplier shall make

reasonable efforts to provide E&I and its Members with any safety/recall updates issued by the manufacturer or distributor for any equipment/products purchased under this Agreement.

32. Compliance with Specifications
The Supplier warrants that all goods supplied under this Agreement shall be sold in accordance with manufacturer's specifications and subject to the Member's reasonable inspection, pursuant to Section I of this Agreement, but in no event will E&I or a Member be allowed to delay acceptance in order to avoid payment obligations.

Furthermore, Supplier warrants that any services performed under a Statement of Work (SOW) shall be performed in a good and workmanlike manner. Member's sole and exclusive remedy and Supplier's entire liability with respect to this warranty will be, at the sole option of Supplier, to either (a) use its reasonable commercial efforts to re-perform or cause to be re-performed any services not in substantial compliance with this warranty, or (b) refund amounts paid by member related to the portion of the services not in substantial compliance; provided, in each case, Member notifies Supplier in writing within five (5) business days after performance of the applicable services.

33. Gratuities
Any entertainment or gifts made by the Supplier to an employee or officer of E&I or Member are strictly prohibited. In the event that Supplier violates such prohibition, E&I reserves the right to terminate this Agreement by providing advance written notice to Supplier.

34. Covenant Against Contingency Fees
Supplier certifies that it has neither offered nor paid a contingency fee to any individual, agent, employee of E&I, or employee of any Member to secure or influence the decision to award this Agreement to Supplier.

35. Suspension or Debarment
E&I may, by written notice to the Supplier, immediately terminate the Agreement if it is determined that the Supplier has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor by any public procurement unit or other governmental body.

36. Conflict of Interest
In order to avoid even the appearance of any conflict of interest, neither E&I nor Supplier shall employ any officer or employee of the other party for a period of one year from the date hereof.

37. Strikes or Lockouts
In the event Supplier should become involved in a labor dispute, strike or lockout, Supplier will be required to make whatever arrangements that may be necessary to ensure that the conditions of this Agreement are met in their entirety. Should the Supplier be unable to fulfill its obligations under this Agreement, E&I and/or Member shall have the right to make alternative arrangements to insure the satisfactory performance of the Agreement during the time Supplier is unable to perform the required duties.

38. Force Majeure
Neither party shall be held responsible for delays, failures or any losses resulting from the performance of the terms of this Agreement where such performance is outside of the performing party's control by exercising reasonable diligence and which such party is unable to prevent. Such delays, failures or loss may include but shall not be limited to acts of God, fire, flood, earthquake, other natural disasters, nuclear accident, riot, war, act of terrorism, freight embargo, or failure of a public regulated utility or governmental statutes or regulations superimposed after the fact (Force Majeure). The performing party shall be released without any liability on its part from the performance of its obligations under this Agreement, but only to the extent and only for the period of time that its performance of such obligations is prevented by circumstances of Force Majeure and provided that such party shall have given notice to the other party within forty-eight (48) hours of the commencement of the event of Force Majeure. Such notice shall include a description of the nature of the event of Force Majeure, its cause, and its possible consequences. The party claiming circumstances of Force Majeure shall promptly notify the other party of the conclusion of the event.

39. Modification of Terms
No waiver or modification of any of the provisions hereof shall be binding unless mutually agreed upon by E&I and the Supplier, in writing, with signatures of authorized representatives of all parties authorizing said modification.

40. Termination for Convenience
E&I may terminate this Agreement for any reason (convenience) upon three hundred sixty five (365) calendar days prior written notice to the Supplier.

41. Termination and Termination for Default
E&I will notify the Supplier, in writing, of any actual breach of this Agreement. Should the Supplier fail to cure such breach within thirty (30) calendar days of notice, to the reasonable satisfaction of E&I, E&I shall then have the right to terminate this Agreement at the end of the thirty (30) day period. If, at the end of the thirty (30) day period, the breach is not capable of being cured, E&I may immediately terminate this Agreement. A written notice will be sent to the Supplier to confirm the termination.

The failure of E&I on behalf of its Members to exercise its rights of termination for cause due to Supplier's failure to perform as required shall not constitute a waiver of termination rights in any other instance.

An order by a Member may be cancelled due to non-appropriation of funds.

42. Continuation of Performance Through Termination
Supplier shall continue to perform, in accordance with the requirements of this Agreement, up to the date of termination, as directed in the termination notice and E&I or Member agrees to pay such invoice related to this performance

43. Holdover Clause
This holdover clause authorizes Supplier to continue to provide products and services pursuant to any purchase order, SOW or SMA executed prior to the expiration or termination of this Agreement. The term of this Agreement shall then automatically extend through the final invoice date. The terms and conditions specified herein shall remain in effect for the duration of the holdover period.

44. Independent Audit
Members with a spend threshold of $1,500,000.00 (One million five hundred thousand dollars) per year may, for a period of three (3) years following the date of termination of the Agreement, audit the Supplier's records pertaining to its compliance with the terms of this Agreement. Written notice must be provided to Supplier fifteen (15) business days prior to such audit. The audit will be conducted by Member and/or its designee and following execution of a mutual confidentiality and nondisclosure agreement. Supplier will provide Member reasonable access to records, sufficient workspace and staff support to facilitate an audit and such access shall be provided during normal business hours and at a location as agreed to by Supplier and Member.

For Members with purchase orders less than $1,500,000 per year, Supplier shall make reasonable efforts to accommodate audit requests.

45. Open Records
All information, documentation, and other materials submitted by Supplier in response to the solicitation, the terms of this Agreement or documents resulting thereof may be subject to public disclosure under the applicable freedom of information statutes or regulations applicable to E&I or its Members. In the event E&I or Member receives a request for such disclosure, Supplier shall be promptly notified and Supplier shall be allowed to respond accordingly.

46. Strict Compliance
The parties may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice or course of dealing to the contrary.

47. Entire Agreement

This Agreement together with the Attachments annexed hereto constitutes the entire agreement between the parties and supersedes all prior agreements whether written or oral between the parties. Documents subject to disclosure under applicable laws will only be released after execution of this Agreement and subject to Section 44 hereof.

48. Notices

Any notice to be given by any party hereunder shall be in writing, mailed by certified mail, return receipt requested, or by delivery to a reputable overnight courier and shall be effective the earlier of (a) actual receipt or (b) five days after mailing or one day after delivery to overnight courier and shall be addressed as follows:

If to E&I:
Gary D. Link C.P.M.
Sr. Vice President, Contracts and Consulting Services
E&I Cooperative Services, Inc.
2 Jericho Plaza, Suite 309
Jericho, NY 11753

If to Supplier:
CDW Government LLC
200 N. Milwaukee Ave.
Vernon Hills, IL 60060
Attn: General Counsel

With a copy to:
CDW Government LLC
2 Corporate Dr. Ste 800
Shelton, CT 06484
Attn: Director, Program Sales