

**Master Contract Number T10-MST-321**

**for**

**Itronix Products and Services**

**between**

***The Department of Information Services***

**and**

***CDW Government, Inc.***

**Effective Date:** 10/26/09

# Table of Contents

1.	Definition of Terms.....	1
----	--------------------------	---

## Contract Term

2.	Term .....	4
3.	Survivorship .....	4

## Pricing, Invoice And Payment

4.	Pricing .....	5
5.	Advance Payment Prohibited.....	5
6.	Taxes .....	5
7.	Invoice and Payment .....	6
8.	Overpayments to Contractor .....	7

## Contractor’s Responsibilities

9.	Statewide Coverage.....	7
10.	Central Contact Point .....	7
11.	Purchaser Eligibility .....	7
12.	RFP Mandatory Requirements .....	7
13.	Ownership/Rights in Data .....	7
14.	Title to Equipment.....	8
15.	Shipping and Risk of Loss .....	8
16.	Delivery.....	8
17.	Limits of Master Contract Use .....	9
18.	Equipment Compatibility, Specifications and Configurations.....	9
19.	Standard of Performance and Acceptance .....	9
20.	Equipment Warranty .....	9
21.	Maintenance Service Options .....	100
22.	Equipment and Maintenance Documentation .....	10
23.	Spare Parts for Equipment .....	111
24.	Contractor Commitments, Warranties and Representations .....	111
25.	Protection of Purchaser’s Confidential Information .....	111

## Purchaser’s Authority and Responsibilities

26.	Purchaser Use of Master Contract.....	122
27.	Export Restrictions.....	12

## Software License

28.	License Grant .....	12
29.	Software Ownership.....	12
30.	Software Specifications.....	13
31.	Compliance with Standards.....	13
32.	Date Warranty .....	13

## Table of Contents, cont'd

33.	Physical Media Warranty .....	13
34.	No Surreptitious Code Warranty .....	13
35.	Software Upgrades and Enhancements .....	14
36.	Software Maintenance and Support Services .....	14
37.	Software Documentation .....	14

### Contract Administration

38.	Legal Notices .....	15
39.	Contractor Account Manager .....	15
40.	Contractor Project Manager .....	16
41.	Section Headings, Incorporated Documents and Order of Precedence .....	16
42.	Entire Agreement .....	16
43.	Authority for Modifications and Amendments .....	16
44.	Additional Products and Services .....	17
45.	Independent Status of Contractor .....	17
46.	Governing Law .....	17
47.	Rule of Construction as to Ambiguities .....	17
48.	Subcontractors .....	17
49.	Assignment .....	18
50.	Publicity .....	18
51.	Review of Contractor's Records .....	18

### General Provisions

52.	Patent and Copyright Indemnification .....	19
53.	Save Harmless .....	20
54.	Insurance .....	20
55.	Industrial Insurance Coverage .....	21
56.	Licensing Standards .....	21
57.	OSHA/WISHA .....	21
58.	Uniform Commercial Code (UCC) Applicability .....	21
59.	Antitrust Violations .....	21
60.	Compliance with Civil Rights Laws .....	22
61.	Severability .....	22
62.	Waiver .....	22
63.	Treatment of Assets .....	222
64.	Contractor's Proprietary Information .....	22

### Disputes and Remedies

65.	Disputes .....	23
66.	Attorneys' Fees and Costs .....	24
67.	Non-Exclusive Remedies .....	24
68.	Liquidated Damages .....	24
69.	Failure to Perform .....	25
70.	Limitation of Liability .....	25

## Table of Contents, cont'd

### Contract Termination

71.	Termination for Default .....	26
72.	Termination for Convenience .....	26
73.	Termination for Withdrawal of Authority.....	26
74.	Termination for Non-Allocation of Funds .....	27
75.	Termination for Conflict of Interest.....	27
76.	Termination Procedure.....	27
77.	Covenant Against Contingent Fees.....	27

### Activity Reporting and Administration Fee

78.	DIS Master Contract Administration Fee and Collection .....	2828
79.	Activity Reporting.....	28
80.	Electronic Funds Transfer .....	29
81.	Failure to Remit Reports/Fees.....	29

### Contract Execution

82.	Authority to Bind .....	29
83.	Counterparts .....	29
84.	Facsimile Execution.....	30

### Schedules

- Schedule A:** *Services Price List*  
**Schedule B:** *Escalation Procedures*

### Exhibits

- Exhibit A: *DIS Request for Quotation*  
Exhibit B: *Contractor's Response*  
Exhibit C: *Manufacturer Warranty Terms*

# MASTER CONTRACT NUMBER T10-MST-321

for

## Itronix Product and Support Service

### PARTIES

This Master Contract (Contract) is entered into by and between the state of Washington acting through the **Department of Information Services**, an agency of Washington State government (hereinafter DIS), and **CDW Government, Inc.** an Illinois corporation licensed to conduct business in the state of Washington, (hereinafter Contractor or CDW-G) for the provisioning to the State of Itronix Product and Support Service.

### RECITALS

The state of Washington, acting by and through DIS, issued a Request for Quotations (RFQ), T09-RFQ-048, dated August 17, 2009 (Exhibit A) for the purpose of establishing a Master Contract for Itronix Products and Services in accordance with its authority under chapter 43.105 RCW.

CDW-G submitted a timely Response to DIS' RFP (Exhibit B).

DIS evaluated all properly submitted Responses to the above-referenced RFP and has identified CDW-G as the apparently successful Vendor.

DIS has determined that entering into a Master Contract with CDW-G will meet the State's needs and will be in the State's best interest.

NOW THEREFORE, DIS awards to CDW-G this Master Contract, the terms and conditions of which shall govern Contractor's furnishing to Purchasers the Itronix Product and Support Service. This Master Contract is not for personal use.

This Master Contract is an optional-use contract that neither financially binds the State nor otherwise obligates the State to purchase any Products or Services hereunder. Nor does the Master Contract prevent the State from purchasing the same or similar Products or Services from other sources, *provided that*, all legal acquisition requirements are satisfied.

IN CONSIDERATION of the mutual promises as hereinafter set forth, the parties agree as follows:

#### 1. **Definition of Terms**

The following terms as used throughout this Contract shall have the meanings set forth below.

**"Acceptance"** shall mean that the Products passed Acceptance Testing and shall be formalized in a written notice from Purchaser to Contractor; or, if there is no Acceptance Testing, Acceptance shall occur when the Products are delivered.

**"Acceptance Date"** for Contractor-installed Products shall mean the date upon which Purchaser Accepts the Products as provided in the section titled **Standard of Performance and Acceptance**; and for Purchaser-installed Products, shall mean the date of delivery of the Products, or, if delivery of partial Orders has been agreed to between Purchaser and Contractor, the last date of delivery of the components of an Order.

**“Acceptance Testing”** shall mean the process for ascertaining that the Products meet the standards set forth in the section titled **Standard of Performance and Acceptance**, prior to Acceptance by Purchaser.

**“Business Days and Hours”** shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.

**“Confidential Information”** shall mean information that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.17 RCW or other state or federal statutes. Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver’s license numbers, medical data, law enforcement records, Purchaser source code or object code, or Purchaser or State security information.

**“Contractor”** shall mean CDW-G, its employees and agents. Contractor also includes any firm, provider, organization, individual, or other entity performing the business activities under this Contract. It shall also include any Subcontractor retained by Contractor as permitted under the terms of this Contract.

**“Contractor Account Manager”** shall mean a representative of Contractor who is assigned as the primary contact person with whom the DIS Contract Administrator shall work throughout the duration of this Contract, unless replaced, with advance approval of the DIS Contract Administrator, and as further defined in the section titled **Contractor Account Manager**.

**“Contractor Project Manager”** shall mean a representative of Contractor who is assigned to each Purchaser installation project as the coordinator of activities and the primary point of contact, as further defined in the section titled Contractor Project Manager.

**“Delivery Date”** shall mean the date by which the Products ordered hereunder must be delivered.

**“DIS”** shall mean the Washington State Department of Information Services.

**“DIS Contract Administrator”** shall mean the TSD Contract Administrator, designated by DIS as responsible for the maintenance and administration of this Master Contract, notices, reports and any other pertinent documentation or information. The DIS Contract Administrator may also conduct periodic performance or financial audits related to this Master Contract.

**“Effective Date”** shall mean the first date this Contract is in full force and effect. It may be a specific date agreed to by the parties; or, if not so specified, the date of the last signature of a party to this Contract.

**“Effectiveness Level”** shall mean the percentage of time in a month that a Product is functioning properly in accordance with its Specifications.

**“Equipment”** shall mean the Itronix Products as set forth in this Contract.

**“Exhibit A”** shall mean the RFP.

**“Exhibit B”** shall mean Contractor’s Response.

**“Help Desk”** shall mean a service provided by Contractor for the support of Contractor’s Products. Purchaser shall report warranty or maintenance problems to Contractor’s Help Desk for initial trouble-shooting and possible resolution of the problems or for the initiation of repair or replacement services.

**“Installation Date”** shall mean the date by which all Equipment ordered hereunder shall be in place, in good working order and ready for Acceptance Testing.

**“Manufacturer,” or “Original Equipment Manufacturer (OEM)”** shall mean Itronix Systems, Inc.

**“Master Contract” or “Contract”** shall mean this document, all schedules and exhibits, all amendments hereto and all Orders hereunder.

**“Order” or “Order Document”** shall mean any official document and attachments thereto specifying the Products and/or Services to be purchased from Contractor under this Contract.

**“Price”** shall mean charges, costs, rates, and/or fees charged for the Products and Services under this Contract and shall be paid in United States dollars.

**“Product(s)”** shall mean any Contractor-supplied Equipment, Software and documentation within the scope of this Contract.

**“Proprietary Information”** shall mean information owned by Contractor to which Contractor claims a protectable interest under law. Proprietary Information includes, but is not limited to, information protected by copyright, patent, trademark, or trade secret laws.

**“Purchaser”** shall mean DIS and those government or nonprofit entities that have entered into an Interlocal or Customer Service Agreement with DIS.

**“RCW”** shall mean the Revised Code of Washington.

**“RFP”** shall mean the Request for Proposal used as a solicitation document to establish this Contract, including all its amendments and modifications, Exhibit A hereto.

**“Response”** shall mean Contractor’s Response to the RFP for Itronix Products and Services, Exhibit B hereto.

**“Schedule A: *Services Price List*”** shall mean the attachment to this Contract that identifies the any additional Services and Prices available under this Contract.

**“Schedule B: *Escalation Procedures*”** shall mean the attachment to this Contract that identifies Contractor’s escalation procedures.

**“Services”** shall mean those services provided under this Contract and related to the Products being acquired, that are appropriate to the scope of this Contract and includes such things as pre-sales consulting, user training, installation services, warranty and maintenance.

**“Software”** shall mean the object code version of computer programs licensed pursuant to this Contract. Software also means the source code version, where provided by Contractor. Embedded code, firmware, internal code, microcode, and any other term referring to software residing in the Equipment that is necessary for the proper operation of the Equipment is included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections.

**“Specifications”** shall mean the technical and other specifications set forth in the RFP, Exhibit A, any additional specifications set forth in Contractor’s Response, Exhibit B, and the specifications set forth in Contractor’s Product documentation, whether or not Contractor produces such documentation before or after this Contract’s Effective Date.

“**Standard of Performance**” shall mean the criteria that must be met before Equipment Acceptance, as set forth in the section titled **Standard of Performance and Acceptance**. The Standard of Performance also applies to all additional, replacement or substitute Equipment and Equipment that is modified by or with the written approval of Contractor after having been accepted.

“**State**” shall mean the state of Washington.

“**Subcontractor**” shall mean one not in the employment of Contractor, who is performing all or part of the business activities under this Contract under a separate contract with Contractor. The term “Subcontractor” means Subcontractor(s) of any tier.

“**TSD**” shall mean the Telecommunication Services Division of DIS

“**Warranty Period**” shall mean the period of time as set forth in the section titled **Equipment Warranty** wherein Contractor warrants that the Equipment shall be in good operating condition and shall conform to the Specifications.

“**Work Product**” shall mean data and products produced under this Contract including but not limited to, discoveries, formulae, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, software, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent provided by law.

## Contract Term

### 2. Term

- 2.1. This Master Contract’s initial term shall be three (3) years, commencing upon the Effective Date.
- 2.2. This Master Contract’s term may be extended by three (3) additional one (1) year terms, provided that the extensions shall be at DIS’ option and shall be effected by DIS giving written notice of its intent to extend this Contract to Contractor not less than thirty (30) calendar days prior to the Contract term’s expiration and Contractor accepting such extension prior to the Contract term’s expiration. No change in terms and conditions shall be permitted during these extensions unless specifically agreed to in writing.

### 3. Survivorship

All purchase transactions executed pursuant to the authority of this Master Contract shall be bound by all of the terms, conditions, Prices and Price discounts set forth herein, notwithstanding the expiration of the initial term of this Contract or any extension thereof. Further, the terms, conditions and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive. In addition, the terms of the sections titled **Overpayments to Contractor; Ownership/Rights in Data; Contractor Commitments, Warranties and Representations; Protection of Purchaser’s Confidential Information; License Grant; Software Ownership; Date Warranty; No Surreptitious Code Warranty; Section Headings, Incorporated Documents and Order of Precedence; Publicity; Review of Contractor’s Records; Patent and Copyright Indemnification; Contractor’s Proprietary Information; Disputes; and Limitation of Liability**, shall survive the termination of this Master Contract.

## Pricing, Invoice and Payment

### 4. Pricing

- 4.1. Contractor agrees to provide a discount rate of thirty percent (30%) off of the Itronix Price List for Hardware, twenty-eight percent (28%) off the Itronix Price List for Accessories, and eight percent (8%) off the Itronix Price List for Services. In addition to the discounted Services from the Itronix Price List, Contractor shall provide any additional Services at the Prices set forth in Schedule A.
- 4.2. Discount levels may not be decreased and Services Prices may not be increased during the term of the Contract. Contractor may lower pricing or give additional discounts to Purchasers (such as a volume discount) at any time during the life of the Master Contract
- 4.3. If the Manufacturer's suggested retail price decreases at any time during the term of the Contract, Vendor must pass on the retail price decrease for all subsequent purchases. Contractor shall send notice to the DIS Contract Administrator with the increased discount or reduced Prices within fifteen (15) Business Days of the reduction taking effect.
- 4.4. Contractor shall *not* be reimbursed for any expenses related to travel, i.e., per diem, meals, lodging, etc.
- 4.5. Throughout the term of this Contract, Contractor shall ensure that the Itronix Price List is available to DIS from Itronix Systems, Inc. on a monthly basis.
- 4.6. Contractor agrees to participate in the Federal Communication Commission's E-rate discount program established pursuant to the Telecommunications Act of 1996, in accordance with the Schools and Libraries Division (SLD) of the Universal Service Administration Corporation (USAC) requirements.

### 5. Advance Payment Prohibited

No advance payment shall be made for the Products and Services furnished by Contractor pursuant to this Contract, with the exception of maintenance services. If mutually agreed with Purchaser, Contractor may invoice the Purchaser in advance for up to, but not more than a one-year period for maintenance services.

### 6. Taxes

- 6.1. Purchaser will pay sales and use taxes, if any, imposed on the Products and Services acquired hereunder. Contractor must pay all other taxes including, but not limited to, Washington Business and Occupation Tax, other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property if applicable. Purchaser, as an agency of Washington State government, is exempt from property tax.
- 6.2. Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this Contract.
- 6.3. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance, or other expenses for Contractor or Contractor's staff shall be Contractor's sole responsibility.

7. **Invoice and Payment**

- 7.1. Contractor will submit properly itemized invoices to the person identified by Purchaser at the address provided by Purchaser in duplicate no later than the tenth working day of each month for the previous month's activity. Invoices shall provide and itemize, as applicable:
- a) Master Contract number T10-MST-321;
  - b) Purchaser's name, address and Purchase Order or Field Order Number; purchase delivery location, if difference
  - c) Contractor name, address, phone number, and Federal Tax Identification Number; and remittance address, if difference;
  - d) Description of Equipment/Products, including quantity ordered, model and serial numbers;
  - e) Description of Services provided;
  - f) Date(s) of delivery of Equipment/Products or Services and/or date(s) of Product installation and set up;
  - g) Manufacturer's List Price for each item;
  - h) Applicable Master Contract discounts;
  - i) Any Maintenance or other related Service charges;
  - k) Upon request of a Purchaser, Contractor shall include agency specific identifiers, (e.g. Network Control Center (NCC) ticket number);
  - l) Net invoice price for each item;
  - m) Total invoice price for each item;
  - n) Total invoice price, excluding sales tax;
  - o) Sales or other applicable taxes;
  - p) DIS Master Contract Administration Fee (0.5% or 0.005 of the total purchase price);
  - q) Other applicable charges;
  - r) Total invoice amount; and
  - s) Payment terms including any available prompt payment discounts.
- 7.2. Payments shall be due and payable within thirty (30) calendar days after receipt and Acceptance of Products or Services or thirty (30) calendar days after receipt of properly prepared invoices, whichever is later.
- 7.3. Incorrect or incomplete invoices will be returned by Purchaser to Contractor for correction and reissue.
- 7.4. The DIS Contract number T10-MST-321 must appear on all bills of lading, packages, and correspondence relating to this Contract.
- 7.5. Purchaser shall not honor drafts, nor accept goods on a sight draft basis.
- 7.6. If Purchaser fails to make timely payment, Contractor may invoice Purchaser one percent (1%) per month on the amount overdue or a minimum of one dollar (\$1). Payment will not be considered late if payment is deposited electronically in Contractor's bank account or if a check or warrant is postmarked within thirty (30) calendar days of Acceptance of the Equipment or receipt of Contractor's properly prepared invoice, whichever is later.

8. **Overpayments to Contractor**

Contractor shall refund to Purchaser the full amount of any erroneous payment or overpayment under this Contract within thirty (30) days' written notice. If Contractor fails to make timely refund, Purchaser may charge Contractor one percent (1%) per month on the amount due, until paid in full.

**Contractor's Responsibilities**

9. **Statewide Coverage**

Contractor's Products and Services shall be available under this Master Contract to Purchasers located throughout the state of Washington.

10. **Central Contact Point**

The Contractor shall provide a designated central point of contact for the Purchaser to order equipment, request Maintenance Services (if applicable), contact service personnel, request problem status updates, and receive problem resolutions. This contact will be available by a toll-free telephone number. This telephone number shall be staffed during normal business hours; Monday through Friday, 8 a.m. until 5 p.m. (excluding State holidays). The Contractor shall also provide point of contact availability for emergency service requests during non-regular hours.

11. **Purchaser Eligibility**

In order to be eligible to purchase under this Master Contract, Purchasers shall have a Customer Service Agreement (Interlocal Agreement) with DIS. Contractor shall be responsible for verifying Purchaser eligibility. Contractor may use the search feature on the DIS website: <http://techmall.dis.wa.gov/CSAI/CSASearch.asp> or may contact the Contracts & Legal Affairs Office within DIS at 360-902-3551 to ascertain Purchaser eligibility.

12. **RFP Mandatory Requirements**

The RFP mandatory requirements are essential substantive terms of this Master Contract. Products and Services provided under this Master Contract shall meet or exceed all the mandatory requirements of the RFP.

13. **Ownership/Rights in Data**

13.1. Purchaser and Contractor agree that all data and work products (collectively called "Work Product") first created pursuant to this Contract shall be considered work made for hire under the U.S. Copyright Act, 17 U.S.C. §101 *et seq*, and shall be owned by Purchaser. Contractor is hereby commissioned to create the Work Product. Work Product includes, but is not limited to, discoveries, formulae, ideas, improvements, inventions, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, software, databases, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions, to the extent provided by law. Ownership includes the right to copyright, patent, register and the ability to transfer these rights and all information used to formulate such Work Product.

- 13.2. Contractor shall execute all documents and perform such other proper acts as Purchaser may deem necessary to secure for Purchaser the rights pursuant to this section.
- 13.3. Contractor shall not use or in any manner disseminate any Work Product to any third party, or represent in any way Contractor ownership in any Work Product, without the prior written permission of Purchaser. Contractor shall take all reasonable steps necessary to ensure that its agents, employees, or Subcontractors shall not copy or disclose, transmit or perform any Work Product or any portion thereof, in any form, to any third party.
- 13.4. Material that is delivered under this Contract, but that does not originate therefrom ("Preexisting Material"), shall be transferred to Purchaser with a nonexclusive, royalty-free, irrevocable license to publish, translate, reproduce, deliver, perform, display, and dispose of such Preexisting Material, and to authorize others to do so except that such license shall be limited to the extent to which Contractor has a right to grant such a license. All material delivered by Contractor shall be considered Preexisting Material unless otherwise indicated by Contractor. Contractor shall exert all reasonable effort to advise Purchaser at the time of delivery of Preexisting Material furnished under this Contract, of all known or potential infringements of publicity, privacy or of intellectual property contained therein and of any portion of such document which was not produced in the performance of this Contract. Contractor agrees to obtain, at its own expense, express written consent of the copyright holder for the inclusion of Preexisting Material. Purchaser shall receive prompt written notice of each notice or claim of copyright infringement or infringement of other intellectual property right worldwide received by Contractor with respect to any Preexisting Material delivered under this Contract. Purchaser shall have the right to modify or remove any restrictive markings placed upon the Preexisting Material by Contractor.

14. **Title to Equipment**

Upon Acceptance and receipt of payment, Contractor shall convey to Purchaser good title to the Products, free and clear of all liens, pledges, mortgages, encumbrances, or other security interests.

Transfer of title to the Equipment shall include an irrevocable, fully paid-up, perpetual license to use firmware in the Equipment. If Purchaser subsequently transfers title to the Equipment to another entity, Purchaser shall have the right to transfer the license to use the internal code with the transfer of Equipment title. A subsequent transfer of this software license shall be at no additional cost or charge to either Purchaser or Purchaser's transferee. The foregoing is subject to the terms of any applicable End User License Agreement for third party commercial software.

15. **Shipping and Risk of Loss**

Contractor shall ship all Products purchased pursuant to this Contract, freight prepaid, FOB Purchaser's destination. The method of shipment shall be consistent with the nature of the Products and hazards of transportation. Regardless of FOB point, Contractor agrees to bear all risks of loss, damage, or destruction of the Products ordered hereunder that occurs prior to Acceptance, except loss or damage attributable to Purchaser's fault or negligence; and such loss, damage, or destruction shall not release Contractor from any obligation hereunder. After Acceptance, the risk of loss or damage shall be borne by Purchaser, except loss or damage attributable to Contractor's fault or negligence.

16. **Delivery**

- 16.1. All Products purchased under this Contract shall be completely installed and ready to begin Acceptance Testing, if required by Purchaser, within thirty (30) calendar days after Contractor's receipt of an Order. Extensions will be granted at the sole option of the

Purchaser. Time is of the essence with respect to delivery and Contractor may be subject to liquidated damages or termination of an Order or of this Contract and/or other damages available under law for failure to deliver on time. However, Contractor will not be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of Contractor including, but not limited to, manufacturer delays.

16.2. If acceptance testing is not required by Purchaser, delivery must be made within 30 calendar days after receipt of the Order Document.

16.3. All deliveries made pursuant to this Contract must be complete. Unless Contractor has obtained prior written approval from Purchaser, which shall not be withheld unreasonably, incomplete deliveries or backorders will not be accepted. All packages must be accompanied by a packing slip that identifies all items included with the shipment and the Purchaser's Order Document number. Contractor's delivery receipt must be signed by an Authorized Representative of Purchaser for all deliveries made hereunder. Authorized Representative shall mean apparent agent of Purchaser at the delivery address appearing on shipping documentation.

17. **Limits of Master Contract Use**

Contractor shall obtain authorization from DIS when a Purchaser order exceeds \$250,000 OR includes any purchase in the Optical Network category. Authorization will be granted through the Master Contract Administrator.

18. **Equipment Compatibility, Specifications and Configurations**

18.1. Purchaser will provide Contractor access in a timely fashion to necessary areas and Equipment sites and shall provide Contractor with a list of any existing or planned for hardware, software and cabling, as necessary.

18.2. Each item of Equipment delivered hereunder will conform to that item's detailed Specifications in all respects including, but not limited to; physical characteristics, operating characteristics, space requirements, power requirements, maintenance or warranty characteristics, modularity, compatibility, and the like, as may be modified in writing and agreed to by the parties.

18.3. If requested by Purchaser, Contractor agrees to identify, on all items of Equipment supplied under this Master Contract, all appropriate test points for connecting commercially available equipment monitors designed to measure system capacity, performance, or activity.

19. **Standard of Performance and Acceptance**

Contractor agrees that Purchaser may choose to require formal acceptance testing on Products purchased under this Master Contract. Such acceptance testing criteria shall be mutually negotiated and agreed to by both Purchaser and Contractor on an individual case basis. In that case, no payment will be authorized until the Product has met the standard of performance and has been accepted, in writing, by Purchaser.

20. **Equipment Warranty**

20.1. Contractor warrants that the Equipment shall be in good operating condition and shall conform to the Specifications in accordance with the manufacturer warranty terms attached hereto as Exhibit C.

- 20.2. During the Warranty Period, Contractor shall adjust, repair, or replace all Equipment that is defective or not performing in conformance with the Specifications. All costs for such adjustments, repairs, or replacements, including all costs for replacing parts or units and their installation and any transportation and delivery fees, shall be at Contractor's expense. Any defective Equipment shall be repaired or replaced for Purchaser so that it conforms to the Specifications.
- 20.3. Contractor agrees that all warranty service provided hereunder shall be performed by Manufacturer-trained, certified, and authorized technicians. Contractor further agrees to act as the sole point of contact for warranty service. Contractor warrants that it has or will obtain and pass through to Purchaser any and all warranties obtained or available from the Original Equipment Manufacturer (OEM), including any replacement, upgraded, or additional Equipment warranties.
- 20.4. Contractor shall provide Help Desk Services for reporting warranty issues and for troubleshooting problems. Contractor's Help Desk Services can be reached at [toll-free number].
- 20.5. Contractor shall provide escalation procedures to ensure that the proper level of attention and resources are directed towards resolution of Products and Services problems in a timely manner. The escalation procedures shall indicate the steps to be taken in response to a problem report, the contact information and title of Contractor's employee(s) responding at each level and the elapsed time before the next level of response is invoked. Contractor's escalation procedures are attached as Schedule B.

## 21. **Maintenance Service Options**

### 21.1. Option 1 Requirements

- a) Contractor shall provide prompt problem resolution for hardware or software related failures;
- b) Contractor shall provide a one hour callback by a Customer Support Center for problem resolution and technical support on all reported failures during Normal Business Hours, Monday through Friday, between the hours of 8:00 a.m. – 5:00 p.m., excluding state recognized Holidays;
- c) Contractor shall perform upgrade service on a regularly scheduled basis at a minimum of once every twelve months to maintain equipment in operating condition; and
- d) This service shall include installation of one major product release every twelve months, at Purchaser's request.

### 21.2. Option 2 Requirements

- a) Includes all elements of Option 1; and
- b) Contractor's Technician must be on-site within the Purchaser's chosen response time, twenty-four (24) hours a day, seven days a week, including all state recognized holidays.

## 22. **Equipment and Maintenance Documentation**

Contractor shall provide two (2) complete sets of documentation for each Equipment Order, including technical, electrical, maintenance, and installation information and will provide updated documentation for the term of this Contract. There shall be no additional charge for this documentation or the updates, in whatever form provided. Contractor's Equipment documentation shall be comprehensive, well-structured, and indexed for easy reference. If Contractor maintains its technical, electrical, maintenance and installation documentation on a web site, Contractor may fulfill the obligations set forth in this section by providing Purchaser

access to its web-based documentation information. Contractor may also provide such information on CD-ROM. Contractor grants Purchaser the right to make derivative works, update, modify, copy or otherwise reproduce the documentation furnished pursuant to this section at no additional charge.

**23. Spare Parts for Equipment**

Contractor shall make available to Purchaser either a depot repair center and/or an availability guarantee of component parts and sub-assemblies necessary for on-going maintenance and operation of the Products. Contractor guarantees part availability as long as manufacturer manufactures parts and sub-assemblies for the Products ordered pursuant to this contract.

**24. Contractor Commitments, Warranties and Representations**

Any written commitment by Contractor within the scope of this Contract shall be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and shall render Contractor liable for damages under the terms of this Contract. For purposes of this section, a commitment by Contractor includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Contractor in its Response or contained in any Contractor or manufacturer documentation, written materials, schedules, charts, diagrams, tables, descriptions, other written representations, and any other communication medium accompanying or referred to in its Response and used to effect the sale to Purchaser.

**25. Protection of Purchaser's Confidential Information**

25.1. Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of Confidential Information. Contractor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Contract, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without Purchaser's express written consent or as provided by law. Contractor agrees to release such information or material only to employees, affiliates, agents or Subcontractors who have signed a nondisclosure agreement, the terms of which have been previously approved by Purchaser. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

25.2. Immediately upon expiration or termination of this Contract, Contractor shall, at Purchaser's option: (i) certify to Purchaser that Contractor has destroyed all Confidential Information; or (ii) return all Confidential Information to Purchaser; or (iii) take whatever other steps Purchaser requires of Contractor to protect Purchaser's Confidential Information.

25.3. Purchaser reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Contractor through this Contract, in accordance with Section 51.

25.4. Violation of this section by Contractor or its Subcontractors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties.

## **Purchaser's Authority and Responsibilities**

### **26. Purchaser Use of Master Contract**

- 26.1. This Master Contract may be used only by Purchasers who have a Customer Service Agreement with DIS and is not for personal use. Reference of this Master Contract Number and/or Purchaser's signature on the order document signifies agreement to comply with these requirements. Failure to abide by these requirements may result in the Purchaser forfeiting the right to make future purchases under this or other Master Contracts.
- 26.2. Purchaser shall comply with the terms and conditions of this Master Contract, including but not limited to, **Export Restrictions**, all Software license terms, and the notice requirements set forth in the provision titled **Contractor's Proprietary Information**. Reference of this Master Contract Number and/or Purchaser's signature on the order document signifies agreement to comply with Contractor's software license terms, export restrictions and protection of Contractor's confidential or proprietary information.

### **27. Export Restrictions**

Purchaser shall not transport or transmit, directly or indirectly, the Software or any technical data received from Contractor, nor the direct product derived there from, outside the United States or Canada without Contractor's prior written consent and without complying with all export laws and regulations of the United States.

## **Software License**

### **28. License Grant**

The licensing, provisioning and use of all software products sold to Purchaser by Contractor shall be pursuant to one or more separate End User License Agreements containing terms and conditions between Purchaser and the one or more software manufacturers which Contractor passes through to Purchaser.

### **29. Software Ownership**

The one or more software owners shall maintain all title, copyright, and other proprietary rights in the Software. Purchaser does not acquire any rights, express or implied, in the Software, other than those specified in this Contract. Contractor hereby warrants and represents to Purchaser that Contractor is either the owner of the Software licensed hereunder or otherwise has the right to grant to Purchaser the licensed rights to the Software provided by Contractor through this Contract without violating any rights of any third party worldwide. Contractor represents and warrants that Contractor has the right to license the Software to Purchaser as provided in this Contract; and that Purchaser's use of the Software and documentation within the terms of this Contract will not infringe upon any copyright, patent trademark or other intellectual property right worldwide or violate any third party's trade secret, contract or confidentiality rights worldwide. Contractor represents and warrants that: (i) Contractor is not aware of any claim, investigation, litigation, action, suit or administrative or judicial proceeding pending or threatened based on claims that the Software infringes any patents, copyrights, or trade secrets of any third party, and (ii) that Contractor has no actual knowledge that the Software infringes upon any patents, copyrights, or trade secrets of any third party.

30. **Software Specifications**

All Software will conform to its Specifications. Contractor warrants that Products delivered hereunder shall perform in accordance with these Specifications.

31. **Compliance with Standards**

Contractor represents that all Software and elements thereof, including but not limited to, documentation and source code, shall meet and be maintained by Contractor to conform to applicable industry standards.

32. **Date Warranty**

Contractor warrants that all Products provided under this Contract: (i) do not have a life expectancy limited by date or time format; (ii) will correctly record, store, process, and present calendar dates; (iii) will lose no functionality, data integrity, or performance with respect to any date; and (iv) will be interoperable with other software used by Purchaser that may deliver date records from the Products, or interact with date records of the Products (“Date Warranty”). In the event a Date Warranty problem is reported to Contractor by Purchaser and such problem remains unresolved after three (3) calendar days, at Purchaser’s discretion, Contractor shall send, at Contractor’s sole expense, at least one (1) qualified and knowledgeable representative to Purchaser’s premises. This representative will continue to address and work to remedy the failure, malfunction, defect, or nonconformity on Purchaser’s premises. This Date Warranty shall last perpetually. In the event of a breach of any of these representations and warranties, Contractor shall indemnify and hold harmless Purchaser from and against any and all harm, injury, damages, costs, and expenses incurred by Purchaser arising out of said breach.

33. **Physical Media Warranty**

33.1. Contractor warrants to Purchaser that each licensed copy of the Software provided by Contractor is and will be free from physical defects in the media that tangibly embodies the copy (the “Physical Media Warranty”). The Physical Media Warranty does not apply to defects discovered more than thirty (30) calendar days after the date of Acceptance of the Software copy by Purchaser.

33.2. Contractor shall replace, at Contractor’s expense including shipping and handling costs, any Software copy provided by Contractor that does not comply with this warranty.

34. **No Surreptitious Code Warranty**

34.1. Contractor warrants to Purchaser that no licensed copy of the Software provided to Purchaser contains or will contain any Self-Help Code nor any Unauthorized Code as defined below. Contractor further warrants Contractor will not introduce, via modem or otherwise, any code or mechanism that electronically notifies Contractor of any fact or event, or any key, node, lock, time-out or other function, implemented by any type of means or under any circumstances, which may restrict Purchaser’s use of or access to any program, data or equipment based on any type of limiting criteria, including frequency or duration of use for any copy of the Software provided to Purchaser under this Contract. This warranty is referred to in this Contract as the “No Surreptitious Code Warranty.”

34.2. As used in this Contract, “Self-Help Code” means any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than a licensee of the Software. Self-Help Code does not include software routines in a computer program,

if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g., remote access via modem) solely for purposes of maintenance or technical support.

- 34.3. As used in this Contract, "Unauthorized Code" means any virus, Trojan horse, worm or other software routines or Equipment components designed to permit unauthorized access to disable, erase, or otherwise harm software, Equipment, or data; or to perform any other such actions. The term Unauthorized Code does not include Self-Help Code.
- 34.4. Contractor will defend Purchaser against any claim, and indemnify Purchaser against any loss or expense arising out of any breach of the No Surreptitious Code Warranty. No limitation of liability, whether contractual or statutory, shall apply to a breach of this warranty.

### 35. **Software Upgrades and Enhancements**

Contractor shall, as part of maintenance purchased pursuant to this contract:

- 35.1. Supply at no additional cost updated versions of the Software to operate on upgraded versions of operating systems, upgraded versions of firmware, or upgraded versions of hardware;
- 35.2. Supply at no additional cost updated versions of the Software that encompass improvements, extensions, maintenance updates, error corrections, or other changes that are logical improvements or extensions of the original Products supplied to Purchaser; and
- 35.3. Supply at no additional cost interface modules that are developed by Contractor for interfacing the Software to other Software products.

### 36. **Software Maintenance and Support Services**

Contractor shall provide a replacement copy or correction service at no additional cost to Purchaser for any error, malfunction, or defect in Software that, when used as delivered, fails to perform in accordance with the Specifications and that Purchaser shall bring to Contractor's attention. Contractor shall undertake such correction service as set forth below and shall use its best efforts to make corrections in a manner that is mutually beneficial. Contractor shall disclose all known defects and their detours or workarounds to Purchaser.

### 37. **Software Documentation**

Contractor shall provide two (2) complete sets of documentation for each Software Order, including technical, maintenance, and installation information. Contractor shall also provide two (2) complete sets of documentation for each updated version of Software Contractor provides pursuant to the **Software Upgrades and Enhancements** section. Contractor shall provide the documentation on or before the date Contractor delivers its respective Software. There shall be no additional charge for this documentation or the updates, in whatever form provided. Contractor's Software documentation shall be comprehensive, well structured, and indexed for easy reference. If Contractor maintains its technical, maintenance and installation documentation on a web site, Contractor may fulfill the obligations set forth in this section by providing Purchaser access to its web-based documentation information. Contractor may also provide such information on CD-ROM. Contractor grants Purchaser the right to make derivative works, update, modify, copy or otherwise reproduce the documentation furnished pursuant to this section at no additional charge.

## Contract Administration

### 38. Legal Notices

- 38.1. Any notice or demand or other communication required or permitted to be given under this Contract or applicable law (except for subpoena or notice of legal process and except notice of malfunctioning Equipment or Software) shall be effective only if it is in writing and signed by the applicable party, properly addressed, and either delivered in person, or by a recognized courier service, or via facsimile, to the parties at the addresses and fax numbers provided in this section. For purposes of complying with any provision in this Contract or applicable law that requires a "writing," such communication, when digitally signed with a Washington State Licensed Certificate, shall be considered to be "in writing" or "written" to an extent no less than if it were in paper form.

**To Contractor at:**

CDW-Government, Inc.

**Attn: Tara Barbieri**

2 Enterprise Dr., Suite 404.

Shelton, CT 06484

Phone: 1-866-726-5055

Fax: (847) 990-8058

E-mail: tara.barbieri@cdwg.com

**To DIS at:**

State of Washington

Department of Information Services

**Attn:** TSD Contract Administrator

***If by US Postal Service: If by Overnight Courier:***

PO Box 42445

Olympia, WA 98504

2411 Chandler Court SW

Olympia, WA 98502

Phone: 360-725-4200

Fax: 360-664-0711

E-mail: [mcadmin@dis.wa.gov](mailto:mcadmin@dis.wa.gov)

or to **Purchasers** at the address and fax number listed on their purchase order.

- 38.2. Notices shall be effective upon receipt or four (4) Business Days after mailing, whichever is earlier. The notice address as provided herein may be changed by written notice given as provided above.
- 38.3. In the event that a subpoena or other legal process commenced by a third party in any way concerning the Products or Services provided pursuant to this Contract is served upon Contractor or Purchaser, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process.

### 39. Contractor Account Manager

Contractor shall appoint an Account Manager for the State's account under this Contract who will provide oversight of Contractor activities conducted hereunder. Contractor's Account Manager will be the principal point of contact for DIS concerning Contractor's performance under this Contract. Contractor shall notify the DIS Contract Administrator, in writing, when there is a new Contractor Account Manager assigned to this Contract. The Contractor Account Manager information is:

Contractor Account Manager: **Stephen Diggins**

Address: 230 N. Milwaukee Ave., Vernon Hills, IL 60061

Phone: (866) 339-5843 Fax: (312) 705-9139 E-mail: [stepdig@cdwg.com](mailto:stepdig@cdwg.com)

40. **Contractor Project Manager**

Contractor shall assign a Contractor Project Manager for each Purchaser project. Purchaser shall have approval rights over the Contractor Project Manager, or any replacements thereof. The Contractor Project Manager shall be the principal point of contact for Purchaser and shall coordinate Contractor's activities. The Contractor Project Manager shall produce and maintain a complete plan for all Contractor-related activities concerning installation and training.

41. **Section Headings, Incorporated Documents and Order of Precedence**

41.1. The headings used herein are inserted for convenience only and shall not control or affect the meaning or construction of any of the sections.

41.2. Each of the documents listed below is, by this reference, incorporated into this Contract as though fully set forth herein.

- a) Schedules A, B;
- b) DIS' RFP (Exhibit A);
- c) Contractor's Response to DIS' RFP (Exhibit B);
- d) The terms and conditions contained on Purchaser's Order Documents, if used; and
- e) All Contractor or manufacturer documentation, written materials and schedules, charts, diagrams, tables, descriptions, other written representations and any other supporting materials Contractor made available to Purchaser and used to effect the sale of Equipment to Purchaser.

41.3. In the event of any inconsistency in this Contract, the inconsistency shall be resolved in the following order of precedence:

- a) Applicable federal and state statutes, laws, and regulations;
- b) Sections of this Contract;
- c) Schedules A, B, and C;
- d) DIS' RFP (Exhibit A);
- e) Contractor's Response to DIS' RFP (Exhibit B);
- f) The terms and conditions contained on Purchaser's Order Documents, if used; and
- g) All Contractor or manufacturer documentation, written materials and schedules, charts, diagrams, tables, descriptions, other written representations and any other supporting materials Contractor made available to Purchaser and used to effect the sale of Equipment to Purchaser.

42. **Entire Agreement**

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and except as provided in the section titled **Contractor Commitments, Warranties and Representations**, understandings, agreements, representations, or warranties not contained in this Contract or a written amendment hereto shall not be binding on either party. Except as provided herein, no alteration of any of the terms, conditions, delivery, Price, quality, or Specifications of this Contract will be effective without the written consent of both parties.

43. **Authority for Modifications and Amendments**

No modification, amendment, alteration, addition, or waiver of any section or condition of this Contract shall be effective or binding unless it is in writing and signed by DIS and Contractor

44. **Additional Products and Services**

Contractor may submit new Products and Services with associated discounts or prices to the DIS Contract Administrator. New or changed Products and Services submitted by Contractor shall meet all mandatory requirements of the RFP. Additional Products or Services that are determined by DIS to be appropriate to the scope of this Master Contract, may be added to Schedule A of this Master Contract by an instrument in writing, signed by both Contractor and DIS. Such writing shall include a specific description of the additional Products and/or Services, pricing, and additional terms and conditions as relevant.

45. **Independent Status of Contractor**

In the performance of this Contract, the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint venturers, or associates of one another. The parties intend that an independent contractor relationship will be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee under chapter 41.06 RCW (State Civil Service Law) or Title 51 RCW (Industrial Insurance).

46. **Governing Law**

This Contract shall be governed in all respects by the law and statutes of the state of Washington, without reference to conflict of law principles. The jurisdiction for any action hereunder shall be exclusively in the Superior Court for the state of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County or the county in which Purchaser is located within the state of Washington.

47. **Rule of Construction as to Ambiguities**

Each party to this Master Contract acknowledges that such party has reviewed this Agreement and participated in its drafting and agrees that no provision of this Master Contract shall be construed against or interpreted to the disadvantage of a party by reason of such party having or being deemed to have drafted, structured or dictated such provision or provisions.

48. **Subcontractors**

48.1. Contractor may, with prior written permission from DIS Contracting Officer, which consent shall not be unreasonably withheld, enter into subcontracts with third parties for its performance of any part of Contractor's duties and obligations. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor to Purchaser for any breach in the performance of Contractor's duties. For purposes of this Contract, Contractor agrees that all Subcontractors shall be held to be agents of Contractor. Contractor shall be liable for any loss or damage to Purchaser, including but not limited to personal injury, physical loss, harassment of Purchaser employees, or violations of the **Patent and Copyright Indemnification, Protection of Purchaser's Confidential Information, and Software Ownership** sections of this Contract occasioned by the acts or omissions of Contractor's Subcontractors, their agents or employees. The **Patent and Copyright Indemnification, Protection of Purchaser's Confidential Information, Software Ownership, Publicity and Review of Contractor's Records** sections of this Contract shall apply to all Subcontractors.

48.2. Contractor may request new or additional Subcontractors be added to the Contract at any time. Contractor shall submit the request to the TSD Contract Administrator, identifying

any Subcontractor limitations in the request. Approval shall be documented through an amendment to the Contract.

**49. Assignment**

- 49.1. With the prior written consent of DIS Contracting Officer, which consent shall not be unreasonably withheld, Contractor may assign this Contract including the proceeds hereof, provided that such assignment shall not operate to relieve Contractor of any of its duties and obligations hereunder, nor shall such assignment affect any remedies available to Purchaser that may arise from any breach of the sections of this Contract, or warranties made herein including but not limited to, rights of setoff.
- 49.2. DIS may assign this Contract to any public agency, commission, board, or the like, within the political boundaries of the state of Washington, provided that such assignment shall not operate to relieve Purchaser of any of its duties and obligations hereunder.

**50. Publicity**

- 50.1. The award of this Contract to Contractor is not in any way an endorsement of Contractor or Contractor's products by DIS or Purchaser and shall not be so construed by Contractor in any advertising or other publicity materials.
- 50.2. Contractor agrees to submit to DIS, all advertising, sales promotion, and other publicity materials relating to this Contract or any Product furnished by Contractor wherein DIS' or Purchaser's name is mentioned, language is used, or Internet links are provided from which the connection of DIS' or Purchaser's name with Contractor's Products or Services may, in DIS' or Purchaser's judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, sales promotion materials, publicity or the like through print, voice, the World Wide Web, and other communication media in existence or hereinafter developed without the express written consent of DIS or Purchaser *prior* to such use.

**51. Review of Contractor's Records**

- 51.1. Contractor and its Subcontractors shall maintain copies of records, documents and other evidence relating to this Contract, including but not limited to Minority and Women's Business Enterprise participation, protection and use of Purchaser's Confidential Information, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature invoiced in the performance of this Contract. Contractor shall retain all such records for six (63) years after the expiration or termination of this Contract. Records involving matters in litigation related to this Contract shall be kept for either one (1) year following the termination of litigation, including all appeals, or six (6) years from the date of expiration or termination of this Contract, whichever is later.
- 51.2. All such records shall be subject at reasonable times and upon prior notice to examination, inspection, copying, or audit by personnel so authorized by the DIS Contract Administrator and/or the Office of the State Auditor and federal officials so authorized by law, rule, regulation or contract, when applicable, at no additional cost to the State. Such audit shall be at DIS' sole expense. During this Contract's term, Contractor shall provide access to these items at the offices where Contractor is located. Contractor shall be responsible for any audit exceptions or disallowed costs incurred by Contractor or any of its Subcontractors.

- 51.3. Contractor shall incorporate in its subcontracts this section's records retention and review requirements.
- 51.4. It is agreed that books, records, documents, and other evidence of accounting procedures and practices related to Contractor's cost structure, including overhead, general and administrative expenses, and profit factors shall be excluded from Purchaser's review unless the cost or any other material issue under this Contract is calculated or derived from these factors.

## **General Provisions**

### **52. Patent and Copyright Indemnification**

- 52.1. Contractor, at its expense, shall defend, indemnify, and save DIS and Purchaser harmless from and against any claims against DIS or Purchaser that any Product supplied hereunder, or Purchaser's use of the Product within the terms of this Contract, infringes any patent, copyright, trade secret, trademark, or other similar proprietary right of a third party worldwide. Contractor shall pay all costs of such defense and settlement and any penalties, costs, damages and attorneys' fees awarded by a court or incurred by DIS or Purchaser provided that DIS or Purchaser:
- a) Promptly notifies Contractor in writing of the claim, but DIS' or Purchaser's failure to provide timely notice shall only relieve Contractor from its indemnification obligations if and to the extent such late notice prejudiced the defense or resulted in increased expense or loss to Contractor; and
  - b) Cooperates with and agrees to use its best efforts to encourage the Office of the Attorney General of Washington to grant Contractor sole control of the defense and all related settlement negotiations.
- 52.2. If such claim has occurred, or in Contractor's opinion is likely to occur, DIS and Purchaser agree to permit Contractor, at its option and expense, either to procure the right to continue using the Product or to replace or modify the same so that they become noninfringing and functionally equivalent. If use of the Product is enjoined by a court and Contractor determines that none of these alternatives is reasonably available, Contractor, at its risk and expense, will take back the Product and provide Purchaser a refund. In the case of Product, Contractor shall refund to Purchaser its depreciated value. No termination charges will be payable on such returned Product, and the Purchaser will pay only those charges that were payable prior to the date of such return. Depreciated value shall be calculated on the basis of a useful life of six (6) years commencing on the date of purchase and shall be an equal amount per year over said useful life. The depreciation for fractional parts of a year shall be prorated on the basis of three hundred sixty-five (365) days per year. In the event the Product has been installed less than one (1) year, all costs associated with the initial installation paid by Purchaser shall be refunded by Contractor.
- 52.3. Contractor has no liability for any claim of infringement arising solely from:
- a) Contractor's compliance with any designs, specifications or instructions of Purchaser;
  - b) Modification of the Product by Purchaser or a third party without the prior knowledge and approval of Contractor;
  - c) Use of the Product in a way not specified by Contractor; or,
  - d) Use of the Product with equipment not supplied by Contractor;

unless the claim arose against Contractor's Product independently of any of these specified actions.

53. **Save Harmless**

Contractor shall defend, indemnify, and save DIS and Purchaser harmless from and against any claims, including reasonable attorneys' fees resulting from such claims, by third parties for any or all injuries to persons or damage to property of such third parties arising from intentional, willful or negligent acts or omissions of Contractor, its officers, employees, or agents, or Subcontractors, their officers, employees, or agents.

54. **Insurance**

54.1. Contractor shall, during the term of this Contract, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the state of Washington and having a rating of A-, Class VII or better, in the most recently published edition of *Best's Reports*. In the event of cancellation, non-renewal, revocation or other termination of any insurance coverage required by this Contract, Contractor shall provide written notice of such to DIS within thirty (30) days of Contractor's receipt of such notice. Failure to buy and maintain the required insurance may, at DIS' sole option, result in this Contract's termination.

54.2. The minimum acceptable limits shall be as indicated below, with no deductibles, unless otherwise indicated, for each of the following categories:

- a) Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
- b) Business Automobile Liability (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than \$1 million per accident;
- c) Employers Liability insurance covering the risks of Contractor's employees' bodily injury by accident or disease with limits of not less than \$1 million per accident for bodily injury by accident and \$1 million per employee for bodily injury by disease;
- d) Umbrella policy providing excess limits over the primary policies in an amount not less than \$3 million; and
- e) Professional Liability Errors and Omissions, with a deductible not to exceed \$250,000, and coverage of not less than \$1 million per occurrence/\$2 million general aggregate.

54.3. Contractor shall pay premiums on all insurance policies. DIS shall be named as an additional insured on all general liability, automobile liability, and umbrella policies, and Contractor shall provide a copy of the policy endorsement(s) designating DIS as an additional named insured. Such policies shall also reference this Contract number -MST-321 and shall have a condition that they not be revoked by the insurer until forty-five (45) calendar days after notice of intended revocation thereof shall have been given to DIS by the insurer.

54.4. All insurance provided by Contractor shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State and shall include a severability of interests (cross-liability) provision.

54.5. Contractor shall include all Subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each

Subcontractor. Subcontractor(s) shall comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

54.6. Contractor shall furnish to DIS copies of certificates and endorsements of all required insurance within thirty (30) calendar days of this Contract's Effective Date and copies of renewal certificates and endorsements of all required insurance within thirty (30) days after the renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at DIS sole option, result in this Contract's termination.

54.7. By requiring insurance herein, DIS does not represent that coverage and limits will be adequate to protect Contractor. Such coverage and limits shall not limit Contractor's liability under the indemnities and reimbursements granted to DIS in this Contract.

55. **Industrial Insurance Coverage**

Prior to performing work under this Contract, Contractor shall provide or purchase industrial insurance coverage for its employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51 RCW during the course of this Contract. DIS or Purchaser will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for Contractor, or any Subcontractor or employee of Contractor, which might arise under the industrial insurance laws during the performance of duties and services under this Contract.

56. **Licensing Standards**

Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements and standards necessary in the performance of this Contract. (See, for example, chapter 19.02 RCW for state licensing requirements and definitions.)

57. **OSHA/WISHA**

Contractor represents and warrants that its Products, when shipped, are designed and manufactured to meet then current federal and state safety and health regulations. Contractor agrees to indemnify and hold DIS and Purchaser harmless from all damages assessed against DIS or Purchaser as a result of the failure of the Products furnished under this Contract to so comply.

58. **Uniform Commercial Code (UCC) Applicability**

58.1. Except to the extent the sections of this Contract are clearly inconsistent, this Contract shall be governed by any applicable sections of the Uniform Commercial Code (UCC) as set forth in Title 62A RCW.

58.2. In the event of any clear inconsistency or contradiction between this Contract and the UCC, the terms and conditions of this Contract take precedence and shall prevail unless otherwise provided by law.

59. **Antitrust Violations**

Contractor and Purchaser recognize that in actual economic practice overcharges resulting from antitrust violations are usually borne by Purchaser. Therefore, Contractor hereby assigns to Purchaser any and all claims for such overcharges as to goods and services purchased in connection with this Contract, except as to overcharges not passed on to Purchaser resulting from

antitrust violations commencing after the date of the bid, quotation, or other event establishing the Price under this Contract.

60. **Compliance with Civil Rights Laws**

During the performance of this Contract, Contractor shall comply with all federal and applicable state nondiscrimination laws, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. §12101 *et seq.*; the Americans with Disabilities Act (ADA); and Title 49.60 RCW, Washington Law Against Discrimination. In the event of Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled, or terminated in whole or in part under the **Termination for Default** sections, and Contractor may be declared ineligible for further contracts with the State.

61. **Severability**

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

62. **Waiver**

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written instrument signed by the parties.

63. **Treatment of Assets**

63.1. Title to all property furnished by Purchaser shall remain in Purchaser. Title to all property furnished by Contractor, for which Contractor is entitled to reimbursement, other than rental payments, under this Contract, shall pass to and vest in Purchaser pursuant to the **Title to Equipment** section. As used in this section **Treatment of Assets**, if the "property" is Contractor's proprietary, copyrighted, patented, or trademarked works, only the applicable license, not title, is passed to and vested in Purchaser.

63.2. Any Purchaser property furnished to Contractor shall, unless otherwise provided herein or approved by Purchaser, be used only for the performance of this Contract.

63.3. Contractor shall be responsible for any loss of or damage to property of Purchaser that results from Contractor's negligence or that results from Contractor's failure to maintain and administer that property in accordance with sound management practices.

63.4. Upon loss or destruction of, or damage to any Purchaser property, Contractor shall notify Purchaser thereof and shall take all reasonable steps to protect that property from further damage.

63.5. Contractor shall surrender to Purchaser all Purchaser property prior to completion, termination, or cancellation of this Contract.

63.6. All reference to Contractor under this section shall also include Contractor's employees, agents, or Subcontractors.

64. **Contractor's Proprietary Information**

Contractor acknowledges that DIS and Purchaser are subject to chapter 42.17 RCW and that this Contract shall be a public record as defined in chapter 42.17 RCW. Any specific information that

is claimed by Contractor to be Proprietary Information, must be clearly identified as such by Contractor. To the extent consistent with chapter 42.17 RCW, DIS and Purchaser shall maintain the confidentiality of all such information marked Proprietary Information. If a public disclosure request is made to view Contractor's Proprietary Information, DIS or Purchaser will notify Contractor of the request and of the date that such records will be released to the requester unless Contractor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, DIS or Purchaser will release the requested information on the date specified.

## **Disputes and Remedies**

### **65. Disputes**

- 65.1. In the event a bona fide dispute concerning a question of fact arises between Contractor and Purchaser and it cannot be resolved between the parties or by the DIS Contract Administrator, either party may initiate the dispute resolution procedure provided herein.
- 65.2. The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within three (3) Business Days. The initiating party shall have three (3) Business Days to review the response. If after this review a resolution cannot be reached, both parties shall have three (3) Business Days to negotiate in good faith to resolve the dispute.
  - a) If the dispute cannot be resolved after three (3) Business Days, a Dispute Resolution Panel may be requested in writing by either party who shall also identify the first panel member. Within three (3) Business Days of receipt of the request, the other party will designate a panel member. Those two panel members will appoint a third individual to the dispute resolution panel within the next three (3) Business Days.
  - b) The Dispute Resolution Panel will review the written descriptions of the dispute, gather additional information as needed, and render a decision on the dispute in the shortest practical time.
  - c) Each party shall bear the cost for its panel member and share equally the cost of the third panel member.
- 65.3. Both parties agree to exercise good faith in dispute resolution and to settle disputes prior to using a Dispute Resolution Panel whenever possible. Unless irreparable harm will result, neither party shall commence litigation against the other before the Dispute Resolution Panel has issued its decision on the matter in dispute.
- 65.4. Purchaser and Contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract that are not affected by the dispute.
- 65.5. If the subject of the dispute is the amount due and payable by Purchaser for Services being provided by Contractor, Contractor shall continue providing Services pending resolution of the dispute provided Purchaser pays Contractor the amount Purchaser, in good faith, believes is due and payable, and places in escrow the difference between such amount and the amount Contractor, in good faith, believes is due and payable.

### **66. Attorneys' Fees and Costs**

- 66.1. If any litigation is brought to enforce any term, condition, or section of this Contract, or as a result of this Contract in any way, the prevailing party shall be awarded its reasonable attorneys' fees together with expenses and costs incurred with such litigation,

including necessary fees, costs, and expenses for services rendered at both trial and appellate levels, as well as subsequent to judgment in obtaining execution thereof.

- 66.2. In the event that the parties engage in arbitration, mediation or any other alternative dispute resolution forum to resolve a dispute in lieu of litigation, both parties shall share equally in the cost of the alternative dispute resolution method, including cost of mediator or arbitrator. In addition, each party shall be responsible for its own attorneys' fees incurred as a result of the alternative dispute resolution method.

67. **Non-Exclusive Remedies**

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under law.

68. **Liquidated Damages**

68.1. Liquidated Damages - General

- a) Any delay by Contractor in meeting the delivery date or installation date, as applicable, will interfere with the proper implementation of Purchaser's programs, causing loss and damage to Purchaser.
- b) As it would be impracticable to fix the actual damage sustained in the event of such failure to perform, Purchaser and Contractor agree that the amount of damage that will be sustained will be the amount set forth in the following sections. The parties agree that Contractor shall pay such amounts as liquidated damages and not as a penalty. However, Contractor will not be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of Contractor including, but not limited to, manufacturer delays.
- c) Liquidated damages provided under the terms of the Master Contract are subject to the same limitations as provided in the section titled **Limitation of Liability**.

68.2. Liquidated Damages – Specific

- a) If Contractor does not have the Equipment delivered by the Delivery Date agreed upon between Purchaser and Contractor, then Contractor shall provide a revised Delivery Date and pay to Purchaser as fixed and agreed liquidated damages, in lieu of all other damages due to such delay, for each calendar day between the specified Delivery Date and the date that Contractor actually delivers the Equipment and Equipment is operational in accordance with the **Standard of Performance and Acceptance** section an amount of two percent (2%) of total cost (purchase price plus applicable tax and shipping) of the delinquent Equipment per day.
- b) If the revised Delivery Date is more than thirty (30) calendar days from the original Delivery Date, then by written notice to Contractor, Purchaser may immediately terminate the right of Contractor to deliver the Equipment and Purchaser may obtain substitute Equipment from another vendor. In this event, Contractor shall be liable for fixed and agreed-upon liquidated damages, in lieu of all other damages due to such delay, in the amount specified above, until substitute Equipment is delivered, or a maximum of thirty (30) calendar days from the original Delivery Date, whichever occurs first.
- c) If Contractor's maintenance personnel fail to return the Purchaser-owned Equipment to acceptable operating condition within the contracted Response Time (i.e., two, four, eight, or sixteen business hours) after notification by Purchaser that maintenance is required, Contractor shall pay to Purchaser as fixed and agreed liquidated damages, in

lieu of all other damages due to such non-responsiveness, a one-month credit. The Contractor will pay an additional one-month credit per each eight (8) business hours of unavailability of the Equipment past the contracted Response Time, up to a maximum of six (6) months credit. Award of the maximum credit does not release the Contractor from the liability to correct the problem. Failure to correct the problem will result in contract default.

69. **Failure to Perform**

If Contractor fails to perform any substantial obligation under this Contract, DIS or Purchaser shall give Contractor written notice of such Failure to Perform. If after thirty (30) calendar days from the date of the written notice Contractor still has not performed, then DIS or Purchaser may withhold all monies due and payable to Contractor, without penalty to DIS or Purchaser, until such Failure to Perform is cured or otherwise resolved.

70. **Limitation of Liability**

- 70.1. The parties agree that Contractor, DIS and Purchaser shall not be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except a claim related to bodily injury or death, or a claim or demand based on a Date Warranty or No Surreptitious Code Warranty issue or patent, copyright, or other intellectual property right infringement, in which case liability shall be as set forth elsewhere in this Contract. This section does not modify any sections or any other conditions as are elsewhere agreed to herein between the parties. The damages specified in the sections titled **OSHA/WISHA, Termination for Default, and Review of Contractor's Records** are not consequential, incidental, indirect, or special damages as that term is used in this section.
- 70.2. Contractor, DIS and Purchaser shall not be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of either Contractor, DIS or Purchaser. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of a governmental body other than DIS or Purchaser acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays must be beyond the reasonable control and without fault or negligence of Contractor, DIS, Purchaser, or their respective Subcontractors.
- 70.3. If delays are caused by a Subcontractor without its fault or negligence, Contractor shall not be liable for damages for such delays, unless the Services to be performed were obtainable on comparable terms from other sources in sufficient time to permit Contractor to meet its required performance schedule.
- 70.4. Neither Contractor, DIS nor Purchaser shall be liable for personal injury to the other party or damage to the other party's property except personal injury or damage to property proximately caused by such party's respective fault or negligence.
- 70.5. Except as set forth in this section any further limitation of liability shall be only as negotiated and agreed between Contractor and Purchaser in Contractor and Purchaser's order documents and shall apply only to that Purchaser's transactions.

## Contract Termination

### 71. Termination for Default

- 71.1. If Contractor violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its material obligations under this Contract, then the DIS Contract Administrator or Purchaser shall give Contractor written notice of such failure or violation, and the failure or violation shall be corrected by Contractor within thirty (30) calendar days or as otherwise agreed. If such breach is not capable of cure within thirty (30) days, Contractor must commence cure within such thirty (30) day period and diligently pursue completion of such cure. If Contractor's failure or violation is not so corrected, this Master Contract may be terminated immediately by written notice from the DIS Contracting Officer to Contractor, or an Order may be terminated by written notice to Contractor from Purchaser.
- 71.2. In the event of termination of an Order by Purchaser or this Master Contract by DIS, Purchaser or DIS shall have the right to procure the Products and Services that are the subject of this Contract on the open market and Contractor shall be liable for all damages, including, but not limited to: (i) the cost difference between the original Master Contract price for the Products and Services and the replacement costs of such Products and Services acquired from another vendor; (ii) any other direct costs to Purchaser or DIS resulting from Contractor's breach. DIS and Purchasers shall have the right to deduct from any monies due to Contractor, or that thereafter become due, an amount for damages that Contractor will owe DIS or Purchasers for Contractor's default.
- 71.3. If either DIS or Purchaser violates any material term or condition of this Master Contract or fails to fulfill in a timely and proper manner its obligations under this Master Contract, then Contractor shall give DIS or Purchaser, as appropriate, written notice of such failure, which shall be corrected by DIS or Purchaser within thirty (30) calendar days, or as otherwise agreed. If such failure to perform is not so corrected, Purchaser's Order may be terminated by written notice from Contractor to Purchaser or, if appropriate, this Master Contract may be terminated by written notice from Contractor to DIS.
- 71.4. If the Failure to Perform is without the defaulting party's control, fault, or negligence, the termination shall be deemed to be a **Termination for Convenience**.
- 71.5. This section shall not apply to any failure(s) to perform that results from the willful or negligent acts or omissions of the aggrieved party.

### 72. Termination for Convenience

When, at the sole discretion of DIS, it is in the best interest of the State, the DIS Contracting Officer may terminate this Master Contract, in whole or in part, by fourteen (14) calendar days written notice to Contractor.

### 73. Termination for Withdrawal of Authority

In the event that DIS' or Purchaser's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Master Contract or any Order and prior to normal completion, DIS may terminate this Master Contract, or a Purchaser may terminate its Order(s), by seven (7) Business Days written notice to Contractor. No penalty shall accrue to DIS and Purchasers in the event this section shall be exercised. This section shall not be construed to permit DIS to terminate this Master Contract, or a Purchaser to terminate its Order(s) in order to acquire similar Products or Services from a third party.

74. **Termination for Non-Allocation of Funds**

If funds are not allocated to DIS or a Purchaser to continue this Master Contract or Order in any future period, DIS may terminate this Master Contract, or Purchaser may terminate its Order(s) by seven (7) Business Days written notice to Contractor or otherwise work with Contractor to arrive at a mutually acceptable resolution of the situation. DIS or Purchaser agrees to notify Contractor in writing of such non-allocation at the earliest possible time. No penalty shall accrue to DIS or Purchasers in the event this section shall be exercised. This section shall not be construed to permit DIS to terminate this Master Contract, or a Purchaser to terminate its Order(s) in order to acquire similar Products or Services from a third party.

75. **Termination for Conflict of Interest**

DIS may terminate this Master Contract, or Purchaser its Order(s), by written notice to Contractor if DIS or Purchaser determines, after due notice and examination, that any party has violated chapter 42.52 RCW, Ethics in Public Service, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Master Contract or any Order is so terminated, DIS and Purchasers shall be entitled to pursue the same remedies against Contractor as it could pursue in the event Contractor breaches this Master Contract or any Order.

76. **Termination Procedure**

76.1. Upon termination of this Master Contract or any Order, DIS and Purchaser, in addition to any other rights provided in this Master Contract and applicable Order, may require Contractor to deliver to Purchaser any property specifically produced or acquired for the performance of such part of this Master Contract or Order as has been terminated. The section titled **Treatment of Assets** shall apply in such property transfer.

76.2. Unless otherwise provided herein, Purchaser shall pay to Contractor the agreed-upon Price, if separately stated, for the Products and Services received by Purchaser, provided that in no event shall Purchaser pay to Contractor an amount greater than Contractor would have been entitled to if this Master Contract or Order had not been terminated. Failure to agree with such determination shall be a dispute within the meaning of the **Disputes** section of this Master Contract. Purchaser may withhold from any amounts due Contractor such sum as Purchaser determines to be necessary to protect Purchaser from potential loss or liability.

76.3. Contractor shall pay amounts due Purchaser or DIS as the result of termination within thirty (30) calendar days of notice of the amounts due. If Contractor fails to make timely payment, Purchaser or DIS may charge interest on the amounts due at one percent (1%) per month until paid in full.

77. **Covenant Against Contingent Fees**

77.1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, *except* bona fide employees or a bona fide established commercial or selling agency of Contractor.

77.2. In the event Contractor breaches this section, Purchaser shall have the right to either annul this Contract without liability to Purchaser, or, in Purchaser's discretion, deduct from payments due to Contractor, or otherwise recover from Contractor, the full amount of such commission, percentage, brokerage, or contingent fee.

## Activity Reporting and Administration Fee

### 78. DIS Master Contract Administration Fee and Collection

- 78.1. All purchases made under this Master Contract are subject to a DIS Master Contract Administration Fee, collected by Contractor and remitted to DIS.
- 78.2. The Master Contract Administration Fee is one half of one percent (.5% or .005) of the purchase price. The purchase price is defined as total invoice price less sales tax.
- 78.3. The Master Contract Administration Fee shall be invoiced by Contractor to all Purchasers as a separate detailed line item on Purchaser's invoice.
- 78.4. Contractor shall hold the Master Contract Administration Fee in trust for DIS until the Fees are remitted to the DIS Contract Administrator, along with the Master Contract Activity Report.

### 79. Activity Reporting

- 79.1. Contractor shall submit to the DIS Contract Administrator a quarterly Activity Report of all Products and Services purchased under this Master Contract. The report shall identify:
  - a) This Master Contract number;
  - b) The month in which the purchase occurred;
  - c) Each Purchaser making purchases during the reporting period (identified and grouped by state, local or educational entity);
  - d) The total purchases by each Purchaser;
  - e) The total invoice price (excluding sales tax) for each Purchaser;
  - f) The sum of all invoice prices, excluding sales tax, for all Purchasers; and
  - g) The total amount of the DIS Master Contract Administration Fee.
- 79.2. The Activity Report and the DIS Master Contract Administration Fee shall be submitted on a quarterly basis in accordance with the following schedule:

<u>For activity in the months:</u>	<u>Report &amp; Fee Due:</u>
January, February, March	April 15 <sup>th</sup>
April, May, June	July 15 <sup>th</sup>
July, August, September	October 15 <sup>th</sup>
October, November, December	January 15 <sup>th</sup>

- 79.3. Reports are required to be submitted electronically, in either Microsoft Word or Excel format. Quarterly reports are required even if no activity occurred. Reports are to be sent electronically via E-mail to: [mcadmin@dis.wa.gov](mailto:mcadmin@dis.wa.gov)
- 79.4. This report may be corrected or modified by the DIS Contract Administrator with subsequent written notice to Contractor.
- 79.5. Monthly Activity Reports are required even if no activity occurred.
- 79.6. Upon request by DIS, Contractor shall provide, in the format requested, the contact information for all Purchasers during the term of the Master Contract.

80. **Electronic Funds Transfer**

The DIS Administrative Fee shall be paid through Electronic Funds Transfer (EFT) to an Automated Clearing House (ACH). Contractor shall utilize the ACH Debit option, which is an arrangement between the Contractor and DIS' bank. Contractor initiates the action, specifying the amount of funds and the effective date of payment. On the effective date, the funds are withdrawn from Contractor's account and transferred to the DIS account. Contractor will be provided by separate instrument the DIS account information and a toll-free number to initiate the quarterly transaction. There is no cost to Contractor.

81. **Failure to Remit Reports/Fees**

- 81.1. Failure of Contractor to remit the Master Contract Activity Report together with the Master Contract Administration Fee may be considered a failure to perform on the part of Contractor, which may result in DIS terminating this Master Contract with Contractor.
- 81.2. Failure of any Purchaser to pay the Master Contract Administration Fee may result in a Purchaser forfeiting its right to purchase from this Master Contract. Contractor shall notify the DIS Contract Administrator when any Purchaser fails to pay the Master Contract Administration Fee.
- 81.3. The DIS Contract Administrator will notify Contractor of any Purchaser who has forfeited its right to purchase under this Master Contract. After such notification, any sale by Contractor to a forfeiting Purchaser may be considered failure to perform by Contractor.
- 81.4. If the performance issues are resolved, DIS, at its option, may reinstate a Contractor's participation or a Purchaser's right to purchase.

**Contract Execution**

82. **Authority to Bind**

The signatories to this Contract represent that they have the authority to bind their respective organizations to this Contract.

83. **Counterparts**

This Contract may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Contract signed by each party, for all purposes.

**84. Facsimile Execution**

The parties agree that this Contract may be executed by facsimile signature, and shall be effective as of the date of such facsimile signature. If executed by facsimile, the parties agree to provide original signature pages within ten (10) business days of facsimile execution.

*In Witness Whereof*, the parties hereto, having read this Contract in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

**Approved**

State of Washington  
Department of Information Services

*[Handwritten Signature]*  
\_\_\_\_\_  
Signature

ROLAND RIVERA 10/6/09  
\_\_\_\_\_  
Print or Type Name Date

Assistant Director  
\_\_\_\_\_  
Title

**Approved as to Form**

State of Washington  
Office of the Attorney General

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print or Type Name

Assistant Attorney General  
\_\_\_\_\_  
Title Date

**Approved**

CDW-G, Inc.  
CDW Government, Inc.

*[Handwritten Signature]*  
\_\_\_\_\_  
Signature

Tara K. Barbieri 26 Oct 09  
\_\_\_\_\_  
Print or Type Name Date

Director, Program Sales  
\_\_\_\_\_  
Title

**Reviewed**  
By:  
MC

Contractor Information	
Contractor's UBI Number: 601-907-223	
Minority or Woman Owned Business Enterprise	
Yes _____	No <input type="checkbox"/>
(Certification Number)	

**Schedule A**  
***Services Price List***

as of October 2009

for  
**Contract Number T10-MST-321**  
with  
**CDW-G, Inc.**

## Hardware

Description	Product Code	Unit of Measure	MSRP	Discount	DIS Price
DUO-TOUCH II, 1.2GHZ CORE DUO, DYAVUE 1GB MEM, 120GB W/ Heater	IX350-001	1	\$ 3,755.00	30%	2,628.50
GD6000 VEHICLE RUGGED NOTEBOOK, CORE 2 DUO 2.53GHZ, XGA DYNAVUE TOUCHSCREEN DISPLAY, 2GB DDR3 MEMORY, 120GB HDD W/ HEATER, DVD-RW/CD-RW ODD, EXPRESS CARD, FRONT SOFT HANDLE, 9 CELL BATTERY, BLACK KEYBOARD, BLUETOOTH AND 802.11A/B/G (GD6000 SKU)	GD6000-100	1	\$ 3,795.00	30%	2,656.50
GD6000 VEHICLE RUGGED NOTEBOOK, CORE 2 DUO 2.53GHZ, XGA DYNAVUE TOUCHSCREEN DISPLAY, 2GB DDR3 MEMORY, 120GB HDD W/ HEATER, DVD-RW/CD-RW ODD, EXPRESS CARD, FRONT SOFT HANDLE, 9 CELL BATTERY, BLACK KEYBOARD, BLUETOOTH AND 802.11A/B/G, GPS (GD6000 SKU)	GD6000-101	1	\$ 4,175.00	30%	2,922.50
GD6000 VEHICLE RUGGED NOTEBOOK, CORE 2 DUO 2.53GHZ, XGA DYNAVUE TOUCHSCREEN DISPLAY, 2GB DDR3 MEMORY, 120GB HDD W/ HEATER, DVD-RW/CD-RW ODD, EXPRESS CARD, FRONT SOFT HANDLE, 9 CELL BATTERY, BLACK KB, BLUETOOTH, 802.11A/B/G, DEAC/WWAN RDY (GD6000 SKU)	GD6000-102	1	\$ 4,195.00	30%	2,936.50
GD6000 VEHICLE RUGGED NOTEBOOK, CORE 2 DUO 2.53GHZ, XGA DYNAVUE TOUCHSCREEN DISPLAY, 2GB DDR3 MEMORY, 120GB HDD W/ HEATER, DVD-RW/CD-RW ODD, EXPRESS CARD, FRONT SOFT HANDLE, 9 CELL BATTERY, BLACK KB, BLUETOOTH, 802.11A/B/G, DEAC/WWAN RDY/GPS (GD6000 SKU)	GD6000-103	1	\$ 4,595.00	30%	3,216.50
CORE 2 DUO 2.53GHZ, XGA DYNAVUE TOUCHSCREEN DISPLAY, 2GB DDR3	GD6000-202	1	\$ 4,250.00	30%	2,975.00

GD8000 FULLY RUGGED NOTEBOOK, CORE 2 DUO 1.86GHZ, 13.3" XGA DYNAVUE TOUCHSCREEN DISPLAY, 2GB DDR3 MEMORY, 160GB HDD W HEATER, SMART CARD READER, FRONT HANDLE, 9 CELL BATTERY, BLACK KEYBOARD. **NO RADIOS** (GD8000 SKU)	GD8000-100	1 \$	4,545.00	30% \$	3,181.50
GD8000 FULLY RUGGED NOTEBOOK, CORE 2 DUO 1.86GHZ, 13.3" XGA DYNAVUE TOUCHSCREEN DISPLAY, 2GB DDR3 MEMORY, 160GB HDD W HEATER, PC CARD & EXPRESS CARD, FRONT HANDLE, 9 CELL BATTERY, BLACK KEYBOARD, BLUETOOTH, 802.11A/B/G (GD8000 SKU)	GD8000-101	1 \$	4,520.00	30% \$	3,164.00
GD8000 FULLY RUGGED NOTEBOOK, CORE 2 DUO 1.86GHZ, 13.3" XGA DYNAVUE TOUCHSCREEN DISPLAY, 2GB DDR3 MEMORY, 160GB HDD W HEATER, PC CARD & EXPRESS CARD, FRONT HANDLE, 9 CELL BATTERY, BLACK KEYBOARD, BLUETOOTH, 802.11A/B/G, WWAN READY, DUAL RF PASS-THRU (GD	GD8000-102	1 \$	4,770.00	30% \$	3,339.00
GD8000 FULLY RUGGED NOTEBOOK, CORE 2 DUO 1.86GHZ, 13.3" XGA DYNAVUE TOUCHSCREEN DISPLAY, 2GB DDR3 MEMORY, 160GB HDD W HEATER, PC CARD & EXPRESS CARD, FRONT HANDLE, 9 CELL BATTERY, BACKLIT KEYBOARD, BLUETOOTH, 802.11A/B/G, WWAN READY, DUAL RF PASS-THRU	GD8000-202	1 \$	4,995.00	30% \$	3,496.50
GD8000 FULLY RUGGED NOTEBOOK, CORE 2 DUO 1.86GHZ, 13.3" XGA DYNAVUE TOUCHSCREEN DISPLAY, 2GB DDR3 MEMORY, 160GB HDD W HEATER, PC CARD & EXPRESS CARD, FRONT HANDLE, 9 CELL BATTERY, BACKLIT KEYBOARD, BLUETOOTH, 802.11A/B/G, WWAN READY, DUAL RF PASS-THRU.	GD8000-203	1 \$	5,530.00	30% \$	3,871.00
GOBOOK MR-1, 1.2GHz CORE SOLO, 1GB MEM, 80GB W/HEATER, LEGACY PORT EXPANDER, WINXP (GOBOOK MR- 1 SKU)	IX750-009	1 \$	5,274.00	30% \$	3,691.80

GOBOOK MR-1, 1.2GHz CORE SOLO, 1GB MEM, 80GB W/ HEATER, GPS, WLAN, LEGACY PORT EXPANDER, EXTENDED BATTERY, WINXP (GOBOOK MR-1 SKU)	IX750-010	1	\$	5,499.00	30%	\$	3,849.30
GOBOOK MR-1, 1.2GHz CORE SOLO, 1GB MEM, 80GB W/ HEATER, GPS, PC CARD SLICE, EXTENDED BATTERY, WINXP (GOBOOK MR-1 SKU)	IX750-011	1	\$	5,474.00	30%	\$	3,831.80
GOBOOK MR-1, 1.2GHz CORE SOLO, DYNAVUE, 1GB MEM, 80GB W/ HEATER, LEGACY PORT EXPANDER, FPR, WINXP (GOBOOK MR-1 SKU)	IX750-012	1	\$	5,514.00	30%	\$	3,859.80
GOBOOK MR-1, 1.2GHz CORE SOLO, DYNAVUE, 1GB MEM, 80GB W/ HEATER, BT, WLAN, WINXP (GOBOOK MR-1 SKU)	IX750-013	1	\$	5,445.00	30%	\$	3,811.50
GOBOOK MR-1, 1.2GHz CORE SOLO, DYNAVUE, 1GB MEM, GPS, 64GB SLC SOLID STATE HDD, COMMUNICATIONS SLICE, WINXP (GOBOOK MR-1 SKU)	IX750-014	1	\$	6,424.00	30%	\$	4,496.80
<b>Accessories</b>							
MAIN BATTERY PACK 3.9 AHR, 40.0 WH (I 23+050400+01R		1	\$	159.00	28%	\$	114.48
EXPANSION BATTERY, 3.9 AHR, 40.0 WH 23+050401+00R		1	\$	159.00	28%	\$	114.48
KEYBOARD, USB, NOTEBOOK-SIZE, USA 47-0273-001R		1	\$	45.00	28%	\$	32.40
KEYBOARD, USB, NOTEBOOK-SIZE, FREI 47-0274-001R		1	\$	45.00	28%	\$	32.40
KEYBOARD, USB, NOTEBOOK-SIZE, GERI 47-0275-001R		1	\$	45.00	28%	\$	32.40
KEYBOARD, USB, NOTEBOOK-SIZE, UK (I 47-0276-001R		1	\$	45.00	28%	\$	32.40
VEHICLE POWER SUPPLY 90 WATT (DUO 50-0141-004R		1	\$	95.00	28%	\$	68.40
AC ADAPTER, UNIVERSAL, 90W, WITHOL 50-0143-001R		1	\$	45.00	28%	\$	32.40
STANDARD VEHICLE DOCK, GAMBER JC 50-0169-005R		1	\$	685.00	28%	\$	493.20
STANDARD VEHICLE DOCK, GAMBER JOI 50-0170-006R		1	\$	805.00	28%	\$	579.60
ENHANCED VEHICLE DOCK, GAMBER JC 50-0171-002R		1	\$	845.00	28%	\$	608.40
ENHANCED VEHICLE DOCK, GAMBER JC 50-0171-004R		1	\$	845.00	28%	\$	608.40
ENHANCED VEHICLE DOCK, GAMBER JO 50-0172-003R		1	\$	965.00	28%	\$	694.80
TIP AND RING CABLE WITH STRAIN RELI II 52-0102-005R		1	\$	52.00	28%	\$	37.44
AC POWER CORD, NORTH AMERICA (DU 52-0196-001R		1	\$	5.00	28%	\$	3.60
AC POWER CORD, GER, FRA, SPA, SWE, 52-0198-001R		1	\$	5.00	28%	\$	3.60
AC POWER CORD, U.K. (DUO-TOUCH II) 52-0199-001R		1	\$	5.00	28%	\$	3.60
USB/VIDEO DONGLE (DUO-TOUCH II) 52-0332-001R		1	\$	189.00	28%	\$	136.08
USB/USB DONGLE (DUO-TOUCH II) 52-0333-001R		1	\$	149.00	28%	\$	107.28
USB/POWER DONGLE (DUO-TOUCH II) 52-0335-002R		1	\$	159.00	28%	\$	114.48

HANDSTRAP (DUO-TOUCH II)	54-0713-002R	1	\$	10.00	28%	\$	7.20
SHOULDER STRAP, STANDARD 2-POINT	54-0730-001R	1	\$	10.00	28%	\$	7.20
SHOULDER STRAP, BREAK-AWAY 2-POINT	54-0735-002R	1	\$	22.00	28%	\$	15.84
SHOULDER STRAP, HANDS FREE 4-POINT	54-0736-001R	1	\$	15.00	28%	\$	10.80
USB FLOPPY DRIVE, BOOTABLE (DUO-TC)	57-0009-001R	1	\$	125.00	28%	\$	90.00
USB DVD-ROM/CD-RW DRIVE WITH NERC	57-0025-004R	1	\$	275.00	28%	\$	198.00
USB DVD-ROM/CD-RW DRIVE WITH NERC	57-0025-005R	1	\$	275.00	28%	\$	198.00
USB DVD-ROM/CD-RW DRIVE WITH NERC	57-0025-006R	1	\$	275.00	28%	\$	198.00
KEYBOARD, USB, BACKLIT WITH TOUCH	57-0026-002R	1	\$	299.00	28%	\$	215.28
KEYBOARD, USB, BACKLIT WITH TRACKE	57-0037-001R	1	\$	65.00	28%	\$	46.80
VEHICLE CRADLE KEYBOARD TRAY, GA	57-0044-003R	1	\$	249.00	28%	\$	179.28
STANDARD VEHICLE DOCK DEVELOPME	61-0016-001	1	\$	5,000.00	28%	\$	3,600.00
ENHANCED VEHICLE DOCK DEVELOPME	61-0017-001	1	\$	5,000.00	28%	\$	3,600.00
KIT, CARRY CASE WITH KEYBOARD COV	62-0055-001R	1	\$	70.00	28%	\$	50.40
CLEANING CLOTH, 10 PACK (DUO-TOUC	62-0126-002	1	\$	20.00	28%	\$	14.40
USB TO SERIAL PORT ADAPTER, 3 METE	62-0204-005R	1	\$	90.00	28%	\$	64.80
CARRY CASE WITH FOLDING COVER, HA	62-0304-005R	1	\$	60.00	28%	\$	43.20
CARRY CASE, HANDS FREE WITH A5-SIZ	62-0333-005R	1	\$	60.00	28%	\$	43.20
DESK MOUNT WITH AC ADAPTER, 90 W,	62-0338-004R	1	\$	250.00	28%	\$	180.00
CAMOUFLAGE CARRY CASE WITH A5-SIZ	62-0481-004R	1	\$	60.00	28%	\$	43.20
STYLUS, LARGE WITH TETHER, 3 PACK	62-0517-002R	1	\$	65.00	28%	\$	46.80
KIT, PC CARD SLOT COVER W/OUT RF S	62-0528-002R	1	\$	60.00	28%	\$	43.20
KIT, SPARE FEET, PACKAGE OF 2 LONG	62-0554-001R	1	\$	5.00	28%	\$	3.60
KIT, SPARE FEET, STANDARD, PACKAGE	62-0558-001R	1	\$	5.00	28%	\$	3.60
KIT, TPC CMOS BATTERY REPLACEMENT	62-0566-002R	1	\$	10.00	28%	\$	7.20
DUO-TOUCH SOFT GRIP KITS (DUO-TOUC	62-0574-001R	1	\$	34.00	28%	\$	24.48
KIT, GJ V-DOCK FOOT GLIDE (DUO-TOUC	62-0580-001R	1	\$	97.00	28%	\$	69.84
KIT, V-DOCK, INSTALL (DUO-TOUCH II)	62-0581-002R	1	\$	4.00	28%	\$	2.88
KIT DISPLAY CLEANING LIQUID, CLEANI	62-0606-001	1	\$	8.00	28%	\$	5.76
KIT, SOFT CARRY HANDLE (DUO-TOUCH	62-0613-003R	1	\$	25.00	28%	\$	18.00
KIT, 1GB DDR2 UPGRADE (DUO-TOUCH	62-0620-003R	1	\$	65.00	28%	\$	46.80
REPLACEMENT CONNECTOR COVERS (C	62-0712-001R	1	\$	15.00	28%	\$	10.80
KIT, GPS LEVEL II (DUO-TOUCH II)	62-0713-002R	1	\$	325.00	28%	\$	234.00
KIT, PC CARD COVER W/OUT RF SWITCH	62-0715-001R	1	\$	60.00	28%	\$	43.20
KIT, 2GB DDR2 UPGRADE (DUO-TOUCH	62-0717-001R	1	\$	110.00	28%	\$	79.20
KIT, DISPLAY PROTECTIVE OVERLAY - C	62-0718-001R	1	\$	95.00	28%	\$	68.40
CARRY CASE WITH FINGER PRINT SCAN	62-0722-001R	1	\$	60.00	28%	\$	43.20
HDD KIT 80GB HARD DISK DRIVE WITH	62-0725-003R	1	\$	350.00	28%	\$	252.00
HDD KIT 120GB HARD DISK DRIVE WITH	62-0726-003R	1	\$	450.00	28%	\$	324.00
KIT, WLAN UPGRADE FOR NORTH AMER	62-0727-001R	1	\$	125.00	28%	\$	90.00
KIT, PC CARD COVER WITH RF SWITCH -	62-0730-001R	1	\$	300.00	28%	\$	216.00
KIT, PC CARD COVER WITH RF SWITCH -	62-0731-001R	1	\$	300.00	28%	\$	216.00

KIT, BLUETOOTH UPGRADE FOR EUROPEI62-0732-002R	1	\$	100.00	28%	\$	72.00
KIT, BLUETOOTH UPGRADE FOR NORTH 62-0733-002R	1	\$	100.00	28%	\$	72.00
KIT, WLAN UPGRADE FOR EUROPE (DU)62-0735-001R	1	\$	125.00	28%	\$	90.00
SSD KIT 32GB SOLID STATE DISK DRIVE 62-0763-002R	1	\$	649.00	28%	\$	467.28
KIT, SERIAL PORT MODULE, TRUE RS-23262-0765-001R	1	\$	95.00	28%	\$	68.40
KIT, SMART CARD (CAC) HATCH - CANNIC62-0771-001R	1	\$	60.00	28%	\$	43.20
OEM DESK MOUNT WITH AC ADAPTER, 962-0790-001R	1	\$	300.00	28%	\$	216.00
ELECTRONICS KIT NON CERTIFIED SUPP64-0015-004R	1	\$	164.00	28%	\$	118.08
VEHICLE CRADLE ENHANCED KIT NON C64-0016-001R	1	\$	374.00	28%	\$	269.28
RF UPGRADE KIT FOR THE DUO-TOUCH 64-0019-002R	1	\$	89.00	28%	\$	64.08
LEDCO DOCKING STATION, NON-RF (GD:100-0217-001	1	\$	795.00	28%	\$	572.40
LEDCO DOCKING STATION W/DUAL RF F100-0218-001	1	\$	1,075.00	28%	\$	774.00
LEDCO SCREEN STIFFENER FOR UNIVEF100-0350-001	1	\$	75.00	28%	\$	54.00
LEDCO TUFFHUB RUGGED USB HUB (GD100-0351-001	1	\$	275.00	28%	\$	198.00
LEDCO SCREEN STIFFENER FOR DOCKII100-0352-001	1	\$	75.00	28%	\$	54.00
LEDCO UNIVERSAL LAPTOP MOUNT (GD:100-0353-001	1	\$	275.00	28%	\$	198.00
MAIN BATTERY PACK 7.2 AHR, 79.9 WH ((23+050395+00R	1	\$	249.00	28%	\$	179.28
VEHICLE POWER SUPPLY 90 WATT (GD850-0141-004R	1	\$	95.00	28%	\$	68.40
AC ADAPTER, UNIVERSAL, 90W, WITHOL50-0143-001R	1	\$	45.00	28%	\$	32.40
VEHICLE CRADLE NON-RF (GD8000)	1	\$	725.00	28%	\$	522.00
VEHICLE CRADLE WITH RF (GD8000)	1	\$	850.00	28%	\$	612.00
OFFICE DOCK (GD8000)	1	\$	200.00	28%	\$	144.00
AC POWER CORD, NORTH AMERICA (GD52-0196-001R	1	\$	5.00	28%	\$	3.60
AC POWER CORD, GER, FRA, SPA, SWE, 52-0198-001R	1	\$	5.00	28%	\$	3.60
AC POWER CORD, U.K. (GD8000)	1	\$	5.00	28%	\$	3.60
WWAN RADIO COAX CABLE (GD8000)	1	\$	60.00	28%	\$	43.20
SHOULDER STRAP (GD8000)	1	\$	10.00	28%	\$	7.20
CLEANING CLOTH, 10 PACK (GD8000)	1	\$	20.00	28%	\$	14.40
KIT DISPLAY CLEANING LIQUID, CLEANII62-0606-001	1	\$	8.00	28%	\$	5.76
UNIVERSAL 6-BAY BATTERY CHARGER - 62-0628-001R	1	\$	900.00	28%	\$	648.00
UNIVERSAL 2-BAY BATTERY CHARGER - 62-0629-001R	1	\$	510.00	28%	\$	367.20
SINGLE-BAY BATTERY CHARGER - FOR I62-0630-001R	1	\$	300.00	28%	\$	216.00
SINGLE-BAY BATTERY CHARGER - FOR I62-0631-001R	1	\$	300.00	28%	\$	216.00
MAIN BATTERY HOLDER - FOR USE WITH62-0632-001R	1	\$	45.00	28%	\$	32.40
MEDIA BAY BATTERY HOLDER - FOR USEI62-0633-001R	1	\$	45.00	28%	\$	32.40
STYLUS WITH TETHER, 6 PACK (GD8000) 62-0642-003R	1	\$	20.00	28%	\$	14.40
KEYBOARD OVERLAY - QTY 1 (GD8000) 62-0643-002R	1	\$	18.00	28%	\$	12.96
SPARE HDD KIT, 120GB, WITH HEATER ((62-0682-004R	1	\$	450.00	28%	\$	324.00
KIT, 2GB DDR3 MEMORY (GD8000) 62-0779-001R	1	\$	150.00	28%	\$	108.00
COMBO MULTIMEDIA/DVD-RW/CD-RW DRIVE W62-0781-001R	1	\$	250.00	28%	\$	180.00
KIT, 1GB DDR3 MEMORY (GD8000) 62-0782-001R	1	\$	75.00	28%	\$	54.00
MEDIA BAY BATTERY 3.68 AHR, 41.0 WH I84+710000+W1R	1	\$	229.00	28%	\$	164.88
LEDCO DOCKING STATION, NON-RF (GD:100-0217-001	1	\$	795.00	28%	\$	572.40

LEDCO DOCKING STATION W/ DUAL RF F 100-0218-001	1	\$	1,075.00	28%	\$	774.00
LEDCO SCREEN STIFFENER FOR UNIVF100-0350-001	1	\$	75.00	28%	\$	54.00
LEDCO TUFFHUB RUGGED USB HUB (GD 100-0351-001	1	\$	275.00	28%	\$	198.00
LEDCO SCREEN STIFFENER FOR DOCKII 100-0352-001	1	\$	75.00	28%	\$	54.00
LEDCO UNIVERSAL LAPTOP MOUNT (GD:100-0353-001	1	\$	275.00	28%	\$	198.00
MAIN BATTERY PACK 7.2 AHR, 79.9 WH ((23+050395+00R	1	\$	249.00	28%	\$	179.28
VEHICLE POWER SUPPLY 90 WATT (GD8 50-0141-004R	1	\$	95.00	28%	\$	68.40
AC ADAPTER, UNIVERSAL, 90W, WITHOL 50-0143-001R	1	\$	45.00	28%	\$	32.40
VEHICLE CRADLE NON-RF (GD8000) 50-0185-006R	1	\$	725.00	28%	\$	522.00
VEHICLE CRADLE WITH RF (GD8000) 50-0186-006R	1	\$	850.00	28%	\$	612.00
OFFICE DOCK (GD8000) 50-0191-001R	1	\$	200.00	28%	\$	144.00
AC POWER CORD, NORTH AMERICA (GD 52-0196-001R	1	\$	5.00	28%	\$	3.60
AC POWER CORD, GER, FRA, SPA, SWE, 52-0198-001R	1	\$	5.00	28%	\$	3.60
AC POWER CORD, U.K. (GD8000) 52-0199-001R	1	\$	5.00	28%	\$	3.60
WWAN RADIO COAX CABLE (GD8000) 52-0348-002R	1	\$	60.00	28%	\$	43.20
SHOULDER STRAP (GD8000) 54-0091-003	1	\$	10.00	28%	\$	7.20
CLEANING CLOTH, 10 PACK (GD8000) 62-0126-002	1	\$	20.00	28%	\$	14.40
KIT DISPLAY CLEANING LIQUID, CLEANIN 62-0606-001	1	\$	8.00	28%	\$	5.76
UNIVERSAL 6-BAY BATTERY CHARGER - 62-0628-001R	1	\$	900.00	28%	\$	648.00
UNIVERSAL 2-BAY BATTERY CHARGER - 62-0629-001R	1	\$	510.00	28%	\$	367.20
SINGLE-BAY BATTERY CHARGER - FOR I62-0630-001R	1	\$	300.00	28%	\$	216.00
SINGLE-BAY BATTERY CHARGER - FOR I62-0631-001R	1	\$	300.00	28%	\$	216.00
MAIN BATTERY HOLDER - FOR USE WITH 62-0632-001R	1	\$	45.00	28%	\$	32.40
MEDIA BAY BATTERY HOLDER - FOR USE 62-0633-001R	1	\$	45.00	28%	\$	32.40
STYLUS WITH TETHER, 6 PACK (GD8000) 62-0642-003R	1	\$	20.00	28%	\$	14.40
KEYBOARD OVERLAY - QTY 1 (GD8000) 62-0643-002R	1	\$	18.00	28%	\$	12.96
SPARE HDD KIT, 120GB, WITH HEATER ((62-0682-004R	1	\$	450.00	28%	\$	324.00
KIT, 2GB DDR3 MEMORY (GD8000) 62-0779-001R	1	\$	150.00	28%	\$	108.00
COMBO MULTI DVD-RW/CD-RW DRIVE W 62-0781-001R	1	\$	250.00	28%	\$	180.00
KIT, 1GB DDR3 MEMORY (GD8000) 62-0782-001R	1	\$	75.00	28%	\$	54.00
MEDIA BAY BATTERY 3.68 AHR, 41.0 WH I84+710000+W1R	1	\$	229.00	28%	\$	164.88
MINI OFFICE DOCK (GOBOOK MR-1) 1166-001015-01R	1	\$	129.00	28%	\$	92.88
REMOTE I/O MODULE - FOR VEHICLE DO 1166-001034-00	1	\$	275.00	28%	\$	198.00
EXTENDED BATTERY LITHIUM ION 7.4V 7.46-0471-003R	1	\$	299.00	28%	\$	215.28
AC ADAPTER, UNIVERSAL, 90W, WITHOL 50-0190-001R	1	\$	45.00	28%	\$	32.40
VEHICLE DOCK - PEDESTAL MOUNT (GOI50-0200-001R	1	\$	725.00	28%	\$	522.00
VEHICLE DOCK - CONSOLE/DASH MOUN 50-0201-001R	1	\$	599.00	28%	\$	431.28
EXTERNAL BATTERY CHARGER, SINGLE 50-0202-001R	1	\$	175.00	28%	\$	126.00
AC POWER CORD, NORTH AMERICA (GO 52-0196-001R	1	\$	5.00	28%	\$	3.60
AC POWER CORD, GER, FRA, SPA, SWE, 52-0198-001R	1	\$	5.00	28%	\$	3.60
AC POWER CORD, U.K. (GOBOOK MR-1) 52-0199-001R	1	\$	5.00	28%	\$	3.60
VEHICLE POWER ADAPTER (GOBOOK M 55-229424-01R	1	\$	95.00	28%	\$	68.40
CLEANING CLOTH, 10 PACK (GOBOOK M 62-0126-002	1	\$	20.00	28%	\$	14.40

KIT DISPLAY CLEANING LIQUID, CLEANIK 62-0606-001	1	\$	8.00	28%	\$	5.76
KIT, MAIN UNIT I/O DOOR DUST COVER (62-0686-001R	1	\$	9.00	28%	\$	6.48
HDD KIT 32GB SOLID STATE DISK DRIVE 62-0696-006R	1	\$	800.00	28%	\$	576.00
DISPLAY PROTECTIVE OVERLAY, GLOSS 62-0709-001R	1	\$	150.00	28%	\$	108.00
VEHICLE DOCK - EXTERNAL ANTENNA KI62-0710-001R	1	\$	89.00	28%	\$	64.08
VEHICLE DOCK - EXTERNAL ANTENNA KI62-0711-001R	1	\$	89.00	28%	\$	64.08
HDD KIT 64GB SOLID STATE DISK DRIVE 62-0721-005R	1	\$	1,400.00	28%	\$	1,008.00
KIT, CARRY CASE W/BELT LOOP & SHOUL 62-0741-001	1	\$	30.00	28%	\$	21.60
HDD KIT 60GB HARD DISK DRIVE WITH H 62-0774-003R	1	\$	350.00	28%	\$	252.00
HDD KIT 80GB HARD DISK DRIVE (5MM) V 62-0775-001R	1	\$	450.00	28%	\$	324.00

### Services - Maintenance, Warranty

3 YEAR BATTERY REPLACEMENT (1ST Y)BATTWARR3YR-DT2	1	\$	225.00	8%	\$	207.00
4 YEAR BATTERY REPLACEMENT (1ST Y)BATTWARR4YR-DT2	1	\$	338.00	8%	\$	310.96
5 YEAR BATTERY REPLACEMENT (1ST Y)BATTWARR5YR-DT2	1	\$	450.00	8%	\$	414.00
3 YEAR GOLD DISK MAINTENANCE (1 RE)GD-MAINT3YR-DT2	1	\$	20.00	8%	\$	18.40
4 YEAR GOLD DISK MAINTENANCE (1 RE)GD-MAINT4YR-DT2	1	\$	25.00	8%	\$	23.00
5 YEAR GOLD DISK MAINTENANCE (1 RE)GD-MAINT5YR-DT2	1	\$	30.00	8%	\$	27.60
INITIAL GOLD DISK LOAD DUO-TOUCH II (GOLD)DISK-DT2	1	\$	50.00	8%	\$	46.00
3 YEAR ADVANCE EXCHANGE DUO-TOUCH(HOT)SWAP3YR-DT2	1	\$	130.00	8%	\$	119.60
4 YEAR ADVANCE EXCHANGE DUO-TOUCH(HOT)SWAP4YR-DT2	1	\$	160.00	8%	\$	147.20
5 YEAR ADVANCE EXCHANGE DUO-TOUCH(HOT)SWAP5YR-DT2	1	\$	200.00	8%	\$	184.00
3 YEAR NO FAULT MAX SERVICE WARRANFMAX3YR-DT2	1	\$	295.00	8%	\$	271.40
4 YEAR NO FAULT MAX SERVICE WARRANFMAX4YR-DT2	1	\$	590.00	8%	\$	542.80
5 YEAR NO FAULT MAX SERVICE WARRANFMAX5YR-DT2	1	\$	885.00	8%	\$	814.20
4 YEAR STANDARD LIMITED PRODUCT V STDWARRANTY4-DT2	1	\$	195.00	8%	\$	179.40
5 YEAR STANDARD LIMITED PRODUCT V STDWARRANTY5-DT2	1	\$	390.00	8%	\$	358.80
3 YEAR BATTERY REPLACEMENT (1ST Y)BATTWARR3YR-GD8	1	\$	225.00	8%	\$	207.00
4 YEAR BATTERY REPLACEMENT (1ST Y)BATTWARR4YR-GD8	1	\$	338.00	8%	\$	310.96
5 YEAR BATTERY REPLACEMENT (1ST Y)BATTWARR5YR-GD8	1	\$	450.00	8%	\$	414.00
3 YEAR GOLD DISK MAINTENANCE (1 RE)GD-MAINT3YR-GD8	1	\$	20.00	8%	\$	18.40
4 YEAR GOLD DISK MAINTENANCE (1 RE)GD-MAINT4YR-GD8	1	\$	25.00	8%	\$	23.00
5 YEAR GOLD DISK MAINTENANCE (1 RE)GD-MAINT5YR-GD8	1	\$	30.00	8%	\$	27.60
INITIAL GOLD DISK LOAD (MINIMUM QTY) GOLDDISK-GD8	1	\$	50.00	8%	\$	46.00
3 YEAR ADVANCE EXCHANGE GD8000 (C)HOTS)SWAP3YR-GD8	1	\$	130.00	8%	\$	119.60
4 YEAR ADVANCE EXCHANGE GD8000 (C)HOTS)SWAP4YR-GD8	1	\$	160.00	8%	\$	147.20
5 YEAR ADVANCE EXCHANGE GD8000 (C)HOTS)SWAP5YR-GD8	1	\$	200.00	8%	\$	184.00
3 YEAR NO FAULT MAX SERVICE WARRANFMAX3YR-GD8	1	\$	295.00	8%	\$	271.40
4 YEAR NO FAULT MAX SERVICE WARRANFMAX4YR-GD8	1	\$	590.00	8%	\$	542.80
5 YEAR NO FAULT MAX SERVICE WARRANFMAX5YR-GD8	1	\$	885.00	8%	\$	814.20
4 YEAR STANDARD LIMITED PRODUCT V STDWARRANTY4-GD8	1	\$	195.00	8%	\$	179.40
5 YEAR STANDARD LIMITED PRODUCT V STDWARRANTY5-GD8	1	\$	390.00	8%	\$	358.80
3 YEAR BATTERY REPLACEMENT (1ST Y)BATTWARR3YR-GD6	1	\$	225.00	8%	\$	207.00

4 YEAR BATTERY REPLACEMENT (1ST YIBATTWARR4YR-GD6	1	\$	338.00	8%	310.96
5 YEAR BATTERY REPLACEMENT (1ST YIBATTWARR5YR-GD6	1	\$	450.00	8%	414.00
3 YEAR GOLD DISK MAINTENANCE (1 RE GD-MAINT3YR-GD6	1	\$	20.00	8%	18.40
4 YEAR GOLD DISK MAINTENANCE (1 RE GD-MAINT4YR-GD6	1	\$	25.00	8%	23.00
5 YEAR GOLD DISK MAINTENANCE (1 RE GD-MAINT5YR-GD6	1	\$	30.00	8%	27.60
INITIAL GOLD DISK LOAD (MINIMUM QTY GOLDDISK-GD6	1	\$	50.00	8%	46.00
3 YEAR ADVANCE EXCHANGE GD6000 (C HOTSWAP3YR-GD6	1	\$	130.00	8%	119.60
4 YEAR ADVANCE EXCHANGE GD6000 (C HOTSWAP4YR-GD6	1	\$	160.00	8%	147.20
5 YEAR ADVANCE EXCHANGE GD6000 (C HOTSWAP5YR-GD6	1	\$	200.00	8%	184.00
3 YEAR NO FAULT MAX SERVICE WARRANFMAX3YR-GD6	1	\$	295.00	8%	271.40
4 YEAR NO FAULT MAX SERVICE WARRANFMAX4YR-GD6	1	\$	590.00	8%	542.80
5 YEAR NO FAULT MAX SERVICE WARRANFMAX5YR-GD6	1	\$	885.00	8%	814.20
4 YEAR STANDARD LIMITED PRODUCT V STDWARRANTY4-GD6	1	\$	195.00	8%	179.40
5 YEAR STANDARD LIMITED PRODUCT V STDWARRANTY5-GD6	1	\$	390.00	8%	358.80
3 YEAR BATTERY REPLACEMENT (1ST YIBATTWARR3YR-MR1	1	\$	225.00	8%	207.00
4 YEAR BATTERY REPLACEMENT (1ST YIBATTWARR4YR-MR1	1	\$	338.00	8%	310.96
5 YEAR BATTERY REPLACEMENT (1ST YIBATTWARR5YR-MR1	1	\$	450.00	8%	414.00
3 YEAR GOLD DISK MAINTENANCE (1 RE GD-MAINT3YR-MR1	1	\$	20.00	8%	18.40
4 YEAR GOLD DISK MAINTENANCE (1 RE GD-MAINT4YR-MR1	1	\$	25.00	8%	23.00
5 YEAR GOLD DISK MAINTENANCE (1 RE GD-MAINT5YR-MR1	1	\$	30.00	8%	27.60
INITIAL GOLD DISK LOAD GOBOOK MR-1 GOLDDISK-MR1	1	\$	50.00	8%	46.00
3 YEAR ADVANCE EXCHANGE GOBOOK HOTSWAP3YR-MR1	1	\$	130.00	8%	119.60
4 YEAR ADVANCE EXCHANGE GOBOOK HOTSWAP4YR-MR1	1	\$	160.00	8%	147.20
5 YEAR ADVANCE EXCHANGE GOBOOK HOTSWAP5YR-MR1	1	\$	200.00	8%	184.00
3 YEAR NO FAULT MAX SERVICE WARRANFMAX3YR-MR1	1	\$	295.00	8%	271.40
4 YEAR NO FAULT MAX SERVICE WARRANFMAX4YR-MR1	1	\$	590.00	8%	542.80
5 YEAR NO FAULT MAX SERVICE WARRANFMAX5YR-MR1	1	\$	885.00	8%	814.20
4 YEAR STANDARD LIMITED PRODUCT V STDWARRANTY4-MR1	1	\$	195.00	8%	179.40
5 YEAR STANDARD LIMITED PRODUCT V STDWARRANTY5-MR1	1	\$	390.00	8%	358.80

**Schedule B**  
***Escalation Procedures***

for  
**Contract Number T10-MST-321**  
with  
**CDW-G, Inc.**

The CDW-G Account Manager shall be the initial contact for the resolution of Products and Services issues. The CDW-G Sales Manager shall be the contact if escalation of the issue is required after forty-eight (48) hours from the initial contact with the Account Manager.

Stephen Diggins – Account Manager (866) 339-5843  
Tony Sivore – Sales Manager (877) 325-6539

**Schedule C**  
***Manufacturer Warranty Terms***  
**for**  
**Contract Number T10-MST-321**  
**With**  
**CDW-G, Inc**

# GENERAL DYNAMICS ITRONIX NOTEBOOK COMPUTERS LIMITED WARRANTY

## 1. WHAT IS COVERED:

General Dynamics Itronix (General Dynamics Itronix) warrants that all General Dynamics notebook, tablet, and ultra mobile PC computers & accessories (The Equipment) will be free from defects in material and/or workmanship, which occur during normal use, and that it shall perform substantially in accordance with General Dynamics Itronix specifications for the Warranty Period(s) identified below. General Dynamics Itronix will repair the Equipment during the Warranty Period with new or rebuilt parts, free of charge. A purchase receipt or other proof of date of original purchase may be required before warranty performance is rendered. Products and/or services General Dynamics Itronix acquires from or through a manufacturer, distributor or other third-party provider and resells and/or provides to customer will carry the original manufacturer's pass through warranty, if any.

External Case and Components	3 Years
Electrical Components	3 Years
Consumables (Batteries, Stylus, etc.)	1 Year
Accessories (Power Adapters, Handles, etc.)	1 Year
Media Bay Devices (DVD/CDRW, PC Cards, etc.)	1 Year
Software (Media Only)	90 Days
Service warranty and kit parts	90 Days

## 2. DAMAGE AND OTHER REPAIRS:

Service performed outside the scope of this warranty, not otherwise covered by a service level agreement (SLA) will be charged at the current time and materials rates plus shipping costs. Equipment returned for warranty service where the problem cannot be duplicated and no hardware failure is detected is subject to a service charge plus shipping costs.

## 3. DAMAGE EXCLUSIONS:

This warranty specifically excludes all damage to the Equipment, including but not limited to the following:

- Damage caused by the use of the Equipment for purposes other than those for which it was designed;
- Damage caused by impact with other objects or drops exceeding specified limits;
- Damage caused by intrusion of liquids or excessive dust or dirt into the inside of the Equipment as a result of case fracture, entry through an open hatch, door, port, or due to missing keyboard keys;

- Damage to internal components caused by power surge;
- Damage to Equipment caused by environmental corrosion (such as salt water);
- Damage caused by improper cleaning, maintenance or failure to provide a suitable field maintenance environment (such as a battery exchange in the rain)
- Damage caused as the result of repairs or upgrades completed by anyone other than General Dynamics Itronix authorized technician;
- Damage caused by products not supplied by General Dynamics Itronix or failures which result from alterations, modifications or foreign objects;
- Damage caused by abuse, misuse, neglect, accident, negligence, mishandling or misapplication;
- Damage attributable to acts of God;
- System hard disk drive ("HDD") failures as the result of excessive wear due to: (i) customer applications that stress the HDD beyond operating specifications; (ii) customer applications that prohibit the HDD from entering standby/hibernate modes; (iii) customer applications not designed for a power management enabled operating system (e.g. MS DOS); (iv) anti-virus programs configured to constantly scan files in background mode; (v) routing or mapping applications that constantly log GPS coordinates to the HDD; (vi) excessive heat or cold exposure beyond the system specifications; or (vii) motor or mechanical failure caused by the above items (i) through (vi);
- Display failures caused by power surge, improper cleaning of screen, or the use of unapproved stylus devices;
- Damage due to wear;
- Damage during shipment other than original shipment to customer;
- Damage caused by impact with other objects or drops outside specified limits of Equipment;
- Damage to connectors including corrosion, broken and/or bent pins;
- Display overlay failures including scratches;
- Broken radio antennas, and damaged radio coax cable;
- Broken and/or missing keyboard keys; and
- Battery corrosion and battery case cracks.

In no event shall General Dynamics Itronix be liable, whether in contract, negligence, tort, or on any other basis, for incidental, consequential, punitive or exemplary damages arising out of or in connection with the sale, service, maintenance, use, performance, failure, or interruption in the operation of the Equipment, services, hardware or software, even if General Dynamics Itronix is advised of the possibility of such damages.

## 1. MEDIA STORAGE

General Dynamics Itronix is not responsible for any software programs, data, or other information stored or used on any media or part of any Equipment returned to General Dynamics Itronix for warranty service or other repair, including the costs of recovering such programs or data. It is the customer's sole responsibility to back up any software programs, data, or information stored on any storage media prior to return to General Dynamics Itronix.

## 2. DISCLAIMER:

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

This warranty and performance hereunder shall be governed by and construed in accordance with the laws of the State of Washington without reference to its choice of law principles.

## 3. General Dynamics Itronix LIABILITY:

General Dynamics Itronix's entire liability and the customer's exclusive remedy for any Equipment that fails to comply with this warranty shall be, at General Dynamics Itronix's option and expense: (i) to repair the nonconforming Equipment, or (ii) to provide an equivalent replacement. Customer is responsible for returning the non-conforming Equipment, properly packaged, to the General Dynamics Itronix designated Service Center during the Warranty Period. General Dynamics Itronix is responsible for shipping costs of Equipment serviced under warranty. Customer agrees to furnish General Dynamics Itronix reasonable access to Equipment.

A ninety (90) day warranty on workmanship and serviced Equipment. Equipment that exhibits reoccurring or persistent failures will be repaired or replaced at General Dynamics Itronix's sole discretion.

The Warranty Period is not extended as a result of service or upgrading the Equipment. To receive warranty service, the customer must promptly notify General Dynamics Itronix of the warranty claim prior to expiration of the Warranty Period. This warranty is not transferable and applies only to the original end-user and the original Equipment.

# GENERAL DYNAMICS ITRONIX ORDINATEURS BLOC-NOTES GARANTIE LIMITÉE

## 1. CE QUI EST COUVERT:

General Dynamics Itronix (General Dynamics Itronix) garantit que tous les ordinateurs bloc-notes, tablettes, et ordinateurs PC ultra mobile & accessoires de General Dynamics (Le Matériel) seront exempts de défauts de matériel et/ou de fabrication, qui se produisent lors d'une utilisation normale, et qu'ils fonctionneront conformément aux spécifications de General Dynamics Itronix pendant la (les) Période(s) de garantie indiquée ci-dessous. General Dynamics Itronix réparera l'Équipement au cours de la Période de Garantie avec des pièces neuves ou reconstruites, sans frais. Un reçu d'achat ou un autre document prouvant la date d'achat originale peut être requis avant que la garantie ne puisse s'appliquer. Les produits et/ou services que General Dynamics Itronix achète auprès d'un fabricant, d'un distributeur ou d'un autre fournisseur tiers, qu'il revend et/ou fournit au client porteront la garantie de transfert du fabricant, si applicable.

Boîtier Externe et Composants	3 ans
Composants électriques	3 ans
Consommables (Batteries, Stylet, etc.)	1 an
Accessoires (Adaptateurs de Puissance, Poignées, etc.)	1 an
Dispositifs Media Bay (DVD/CDRW (CD réinscriptible), Cartes PC, etc.)	1 an
Logiciels (Média Seulement)	90 jours
Garantie de service et pièces de kit	90 jours

## 2. DOMMAGES ET AUTRES RÉPARATIONS :

Un service effectué en dehors du champ d'application de cette garantie, non couvert par un accord de niveau de service (SLA) sera facturé aux taux horaire et de matériaux plus frais d'expédition. Des frais de dépannage ainsi que des frais d'expédition seront appliqués à tout équipement retourné dans le cadre d'un dépannage sous garantie pour lequel le problème ne peut être reproduit et pour lequel aucune défaillance matérielle n'a été détectée.

## 3. EXCLUSIONS DE DOMMAGES :

Cette garantie exclut de façon spécifique tous les dommages apportés à l'équipement, y compris, mais sans s'y limiter :

Tout dommage provoqué par l'utilisation de l'équipement à des fins autres que celles pour lesquelles il a été conçu ;

- Tout dommage provoqué par impact avec d'autres objets ou des chutes dépassant les limites prévues ;
- Tout dommage provoqué par l'intrusion de liquides ou de poussière ou saleté excessive à l'intérieur de l'équipement à la suite de fracture de boîtier, entrée par le biais d'une trappe, d'une porte, d'un port ouverts, ou en raison de l'absence de touches de clavier ;
- Tout dommage des composants internes provoqué par une surtension ;
- Tout dommage de l'équipement causé par la corrosion environnementale (par exemple, eau salée) ;
- Tout dommage causé par un nettoyage inadéquat ou un entretien réalisé dans un environnement inadéquat (par exemple, changer la batterie sous la pluie) ;
- Tout dommage causé suite à des réparations ou mises à niveau effectuées par une personne autre qu'un technicien agréé de General Dynamics Itronix ;
- Tout dommage provoqué par des produits non fournis par General Dynamics Itronix ou toute défaillance résultant d'altérations, de modifications ou de corps étrangers ;
- Tout dommage provoqué par abus, mauvais usage, négligence, accident, omission, fausse manœuvre ou démontage ;
- Tout dommage attribuable à une catastrophe naturelle ;
- Toute défaillance de lecteur de disque dur de système ("HDD") à la suite d'une usure excessive à cause: (i) d'applications du client qui sollicitent le disque dur au-delà des spécifications d'exploitation ; (ii) d'applications du client qui interdisent au disque dur d'entrer en mode veille / hibernation ; (iii) d'applications du client qui ne sont pas conçues pour un système de fonctionnement adapté à la gestion d'énergie (par exemple, MS DOS) ; (iv) de programmes anti-virus configurés pour analyser constamment les fichiers en mode arrière-plan ; (v) d'applications de routage ou de mappage qui journalisent constamment des coordonnées GPS sur le disque dur ; (vi) d'une chaleur excessive ou d'une exposition au froid au-delà des spécifications du système ; ou (vii) défaillance moteur ou mécanique provoquée par les articles (i) à (vi) ci-dessus ;
- Tout affichage de défaillance provoquée par une surtension, un mauvais nettoyage de l'écran, ou une utilisation de dispositifs de stylet non autorisés ;
- Tout dommage provoqué par l'usure ;
- Tout dommage survenu au cours d'une expédition autre que l'envoi original au client ;
- Tout dommage provoqué par impact avec d'autres objets ou des chutes en dehors des limites prévues de l'équipement ;
- Tout dommage des connecteurs, y compris par corrosion, cassure et/ou déformation des broches ;
- Tout affichage de défaillance de recouvrement, y compris les rayures ;

- Les antennes radio cassées et l'endommagement du câble coaxial radio ;
- Les touches de clavier cassées et/ou manquantes ; et
- Corrosion de batterie et fissures du boîtier de batterie.

General Dynamics Itronix ne pourra en aucun cas être tenu responsable, que ce soit par rapport à un contrat, une négligence, un préjudice ou toute autre base, de toute garantie ou de tout dommage accessoire, indirect, punitif ou autre provenant de ou relatif à la vente, aux services, à l'entretien, à l'utilisation, aux performances, aux défaillances ou à l'interruption de fonctionnement de l'équipement, des services ou des logiciels, même si General Dynamics Itronix a été averti de la possibilité de tels dommages.

## 1. STOCKAGE DE SUPPORTS

General Dynamics Itronix n'est pas responsable des programmes logiciels, des données ou de toute autre information stockée ou utilisée sur un support ou sur une partie d'un équipement retourné à General Dynamics Itronix dans le cadre d'un dépannage sous garantie, ou encore de toute autre réparation, y compris des coûts de récupération de ces programmes ou de ces données. Le client est seul responsable de la sauvegarde des programmes logiciels, des données ou de toute autre information stockée sur un support de stockage avant le retour à General Dynamics Itronix.

## 2. AVIS DE NON-RESPONSABILITÉ :

CETTE GARANTIE EST A LA PLACE DE TOUTES AUTRES GARANTIES, QU'ELLES SOIENT EXPRESSES, IMPLICITES OU STATUTAIRES, INCLUANT MAIS NON LIMITE AUX GARANTIES IMPLICITES DE QUALITE MARCHANDE ET D'ADAPTATION A UN USAGE PARTICULIER, DE NON CONTREFAÇON, OU DE TOUTE AUTRE GARANTIE IMPLICITE DÉCOULANT DE PROCESSUS D'EXÉCUTION, DE PROCESSUS DE MARCHANDAGE OU D'USAGE COMMERCIAL.

Cette garantie et l'exécution des présentes seront régies et interprétées conformément aux lois de l'État de Washington, sans référence à son choix de principes de droit.

## 3. RESPONSABILITÉ de General Dynamics Itronix :

La responsabilité complète de General Dynamics Itronix et le recours exclusif du client pour tout équipement qui ne se conforme pas à cette garantie sera à la charge et au choix de General Dynamics Itronix : (i) pour la réparation de l'équipement non conforme, ou (ii) pour fournir un remplacement équivalent. Le client est responsable pour l'envoi de l'équipement non-conforme, bien emballé, au centre de services désigné de General Dynamics Itronix au cours de la Période de Garantie. General Dynamics Itronix est responsable pour les frais d'envoi d'équipement réparé sous garantie. Le client s'engage à fournir à General Dynamics Itronix un accès raisonnable à l'équipement.

Une garantie de quatre-vingt dix (90) jours sur la qualité et l'équipement réparé. Un équipement qui manifeste des défaillances à répétition ou persistantes sera réparé ou remplacé à la seule discrétion de General Dynamics Itronix.

La Période de Garantie n'est pas prolongée pour des raisons de réparation ou de remise à niveau de l'équipement. Pour bénéficier du service de garantie, le client doit aviser promptement General Dynamics Itronix de avant l'expiration de la Période de Garantie. Cette garantie n'est pas transférable et s'applique uniquement à l'utilisateur ultime d'origine et à l'équipement d'origine.

# GENERAL DYNAMICS ITRONIX NOTEBOOK COMPUTERS BEGRENZTE GARANTIE

## 1. Was ist abgedeckt:

General Dynamics Itronix (General Dynamics Itronix) garantiert, dass jeder General Dynamics Notebook-, Tablet- und ultramobile PC-Computer und jedes Zubehörteil („Gerät“) frei von Material- und/oder Verarbeitungsfehlern ist, die während der normalen Benutzung auftreten, und dass es während des oben angegebenen Garantiezeitraums grundsätzlich in Übereinstimmung mit den Angaben von General Dynamics Itronix funktioniert. General Dynamics Itronix repariert das Gerät während des Garantiezeitraums kostenfrei mit neuen oder überholten Bauteilen. Für die Inanspruchnahme kann die Kaufquittung oder ein sonstiger Beleg des Originalkaufdatums verlangt werden. Produkte und/oder Dienstleistungen, die General Dynamics Itronix von oder durch einen Hersteller, Händler oder Drittanbieter erwirbt und weiterverkauft und/oder dem Kunden liefert, werden gegebenenfalls durch die Garantie des Originalherstellers abgedeckt.

Äußeres Gehäuse und Komponenten	3 Jahre
Elektrische Komponenten	3 Jahre
Verbrauchsteile (Akkus, Griffel usw.)	1 Jahr
Zubehör (Netzadapter, Griffe usw.)	1 Jahr
Einschubgeräte (DVD/CDRW, PC-Karten usw.)	1 Jahr
Software (nur Medium)	90 Tage
Garantie- und Setzeile	90 Tage

## 2. Beschädigung und sonstige Reparaturen:

Leistungen, die außerhalb dieses Garantiezeitraums erbracht und nicht durch ein Service Level Agreement (SLA) abgedeckt werden, werden zu jeweils geltenden Material- und Lohnkostensätzen plus Frachtkosten in Rechnung gestellt. Falls das Problem nicht reproduziert werden kann und wenn keine Hardwarefehler feststellbar sind, so gehen die Kosten für den Eingriff sowie die Frachtkosten zu Lasten des Kunden.

## 3. Ausschluss von Beschädigungen:

Diese Garantie schließt alle Beschädigungen des Gerätes ausdrücklich aus, unter anderem auch Folgendes:

- Beschädigungen, die durch die Benutzung des Gerätes für Zwecke verursacht werden, für die es nicht konzipiert wurde.
- Beschädigungen durch Zusammenstoß mit anderen Gegenständen oder Herunterfallen des Gerätes aus größeren Höhen als zugelassen.

- Beschädigung durch Flüssigkeiten, Staub oder Schmutz, die nach einem Bruch des Gehäuses oder durch eine offene Klappe oder einen Port oder aufgrund fehlender Tastaturtasten ins Innere des Gerätes eindringen.
- Beschädigungen der internen Bauteile durch Überspannung.
- Beschädigungen durch Korrosion, die auf Umwelteinflüsse, z. B. Salzwasser zurückgeführt werden können.
- Beschädigungen durch unsachgemäße Reinigung, Wartung oder nicht geeignete Bedingungen für Wartungsaufgaben vor Ort (z. B. Akkuwechsel im Regen).
- Beschädigungen, die durch Reparaturen oder Erweiterungen verursacht werden, die nicht von General Dynamics Itronix-Technikern durchgeführt wurden.
- Beschädigungen durch Produkte, die nicht von General Dynamics Itronix geliefert werden, oder Fehler, die auf Eingriffe, Abänderungen oder Fremdeinwirkung zurückzuführen sind.
- Beschädigungen durch Zweckentfremdung, Missbrauch, Nachlässigkeit, Unfall oder fehlerhafte Bedienung;
- Beschädigungen durch höhere Gewalt.
- Fehler des Festplattenlaufwerks („HDD“), die auf übermäßigen Verschleiß zurückzuführen sind, z. B. durch: (i) Anwendungen des Kunden, welche die Festplatte über ihre angegebene Leistung hinaus beanspruchen; (ii) Anwendungen des Kunden, die verhindern, dass die Festplatte in den Standby-/ Ruhezustand schaltet; (iii) Anwendungen des Kunden, die nicht für Betriebssysteme mit Energieverwaltung geeignet sind (z. B. MS DOS); (iv) Anti-Viren-Programme, die aufgrund ihrer Konfiguration andauernd Dateien im Hintergrund scannen; (v) Routen- oder Karten-Anwendungen, die laufend GPS-Koordinaten auf die Festplatte schreiben; (vi) übermäßige hohe oder niedrige, nicht spezifikationsgemäße Temperaturen; oder (vii) Motorausfälle oder mechanische Beschädigungen, die auf die genannten Ursachen (i) bis (vi) zurückzuführen sind.
- Display-Ausfälle durch Spannungsspitzen, unsachgemäße Reinigung des Bildschirms oder den Gebrauch nicht zulässiger Stifte.
- Beschädigungen aufgrund von Verschleiß.
- Beschädigungen während des Versands, mit Ausnahme des Originalversands an den Kunden.
- Beschädigungen durch Zusammenstoß mit anderen Gegenständen oder Herunterfallen des Gerätes aus größeren Höhen als zugelassen.
- Beschädigungen der Anschlüsse durch Korrosion oder abgebrochene und/oder verbogene Pins.
- Fehler in der Display-Abdeckung, inklusive Kratzer.
- Gebrochene Funkantennen oder beschädigte Funk-Koaxkabel.
- Gebrochene und/oder fehlende Tastaturtasten.
- Korrosion des Akkus und Brüche im Akkugehäuse.

In keinem Fall haftet General Dynamics Itronix weder vertragsgemäß, noch im Falle von Fahrlässigkeit, als Schadenersatz oder auf einer beliebigen anderen Basis für Folgeschäden oder exemplarische Schäden, die aus oder in Zusammenhang mit dem Verkauf, dem Betrieb, der Wartung, der Benutzung, der Leistung oder der Unterbrechung des Betriebs des Gerätes, der Dienstleistungen oder der Software entstehen, auch falls General Dynamics Itronix von der Möglichkeit solcher Schäden unterrichtet worden ist.

## 1. Speichermedien

General Dynamics Itronix haftet nicht für Softwareprogramme, Daten oder sonstige Informationen, die auf Medien oder Bauteilen der Ausstattung gespeichert sind oder benutzt werden, die für Garantieeingriffe oder sonstige Reparaturen an General Dynamics Itronix eingeschickt werden, einschließlich der Kosten für die Wiederherstellung dieser Programme oder Daten. Es ist Aufgabe des Kunden, alle Softwareprogramme, Daten oder Informationen zu sichern, die auf Speichermedien gespeichert sind, ehe das Gerät an General Dynamics Itronix eingeschickt wird.

## 2. Ausschlussklausel:

DIE VORLIEGENDE GARANTIE ERSETZT ALLE ANDEREN AUSDRÜCKLICHEN, IMPLIZITEN ODER SATZUNGSGEMÄSSEN GARANTIEEN, EINSCHLIESSLICH, JEDOCH NICHT DARAUF BESCHRÄNKT, IMPLIZITE GARANTIEEN ZUR HANDELSTAUGLICHKEIT, EIGNUNG FÜR EINEN BESTIMMTEN ZWECK, NICHTVERLETZUNG DER RECHTE DRITTER ODER ALLE IMPLIZITEN GARANTIEEN HINSICHTLICH LEISTUNG ODER HANDELSTAUGLICHKEIT.

Die folgenden Garantiebestimmungen unterliegen der Gesetzgebung des Bundesstaates Washington, ohne Bezug auf die gewählten Rechtsgrundsätze.

## 3. Haftung von General Dynamics Itronix:

Die Haftung von General Dynamics Itronix und die Ansprüche des Kunden für Geräte, die diesen Garantiebedingungen nicht entsprechen, sind nach Entscheidung von General Dynamics Itronix beschränkt auf: (i) Reparatur des nicht-konformen Gerätes, oder (ii) Lieferung von gleichwertigem Ersatz. Der Kunde ist dafür verantwortlich, dass das nicht-konforme Gerät während des Garantiezeitraums ordnungsgemäß verpackt an die General Dynamics Itronix-Kundendienststelle eingeschickt wird. Die Frachtkosten für die Garantiereparatur trägt General Dynamics Itronix. Der Kunde gewährt General Dynamics Itronix Zugang zu dem Gerät.

Eine Garantie von neunzig (90) Tagen auf Verarbeitung und Reparaturen. Geräte, die wiederholte oder fortbestehende Störungen aufweisen, werden nach Entscheidung von General Dynamics Itronix repariert oder ersetzt.

Bei Überarbeitungen oder Wartungen des Gerätes verlängert sich der Garantiezeitraum nicht. Zum Erhalt von Garantieleistungen muss der Kunde den Garantieanspruch General Dynamics Itronix vor Ende des Garantiezeitraums mitteilen. Diese Garantie ist nicht übertragbar und sie ist nur auf den Originalendbenutzer und das Originalgerät anwendbar.

# GARANTÍA LIMITADA DE GENERAL DYNAMICS ITRONIX PARA COMPUTADORAS NOTEBOOK

## 1. QUÉ COMPRENDE:

General Dynamics Itronix (General Dynamics Itronix) garantiza que todas las computadoras notebook, tablet y accesorios y computadoras PC ultra portátiles de General Dynamics (El equipo) estarán libres de defectos materiales y/o de mano de obra que puedan surgir durante el uso normal y que su rendimiento será sustancialmente similar al indicado en las especificaciones de General Dynamics Itronix por el o los periodos de garantía identificados a continuación. General Dynamics Itronix reparará el equipo durante el periodo de garantía con piezas nuevas o reconstruidas, sin cargo. Para poder hacer uso de la garantía se deberá presentar un comprobante de compra u otra evidencia de la fecha de compra original. Los productos y/o servicios que General Dynamics Itronix adquiera de un fabricante, distribuidor u otro tercero proveedor o por su intermedio o que Itronix revenda o suministre al cliente tendrán la garantía transferible del fabricante, si la hubiera.

Gabinete externo y componentes	3 años
Componentes eléctricos	3 años
Consumibles (Baterías, estilete, etc.)	1 año
Accesorios (Adaptadores de alimentación, manijas, etc.)	1 año
Dispositivos del bastidor de accesorios (DVD/CDRW, placas de PC, etc.)	1 año
Software (Sólo para medios)	90 días
Garantía del servicio y piezas del kit	90 días

## 2. DAÑOS Y OTRAS REPARACIONES:

A los servicios que no están cubiertos por la presente garantía, y que no están cubiertos de ninguna otra manera por el Acuerdo de Nivel de Servicio (SLA) se les aplicarán las tarifas por tiempo y materiales vigentes más los costos de envío. El equipo devuelto para el servicio de garantía cuyo problema no se pueda reproducir y en el que no se haya detectado ningún problema de hardware será objeto de un cargo por servicio adicional además de los gastos de envío.

## 3. EXCLUSIONES POR DAÑOS:

Esta garantía excluye específicamente los siguientes daños del equipo, entre otros:

- El daño causado por el uso del equipo con fines distintos de aquellos para los que fue diseñado;

- El daño causado por el impacto con otros objetos o por caídas que superan los límites especificados;
- El daño causado por el derrame de líquidos, exceso de polvo o suciedad dentro del equipo, como resultado de la rotura del gabinete, el ingreso a través de compuertas, puertas o puertos abiertos, o debido a teclas del teclado faltantes;
- El daño a los componentes internos causado por subas de tensión;
- El daño al equipo causado por corrosión ambiental (como agua salada);
- El daño causado por limpieza o mantenimiento inadecuados, o debido a que no se brindó un ambiente de mantenimiento en campo adecuado (como cambio de batería bajo la lluvia);
- El daño causado como resultado de reparaciones o actualizaciones realizadas por cualquier otra persona que no sea un técnico autorizado de General Dynamics Itronix;
- El daño causado por productos no suministrados por General Dynamics Itronix o errores producidos como resultado de alteraciones, modificaciones u objetos extraños;
- El daño causado por abuso, uso incorrecto, descuido, accidente, negligencia, aplicación o manipulación incorrectas;
- El daño atribuible a eventos de fuerza mayor;
- Errores de la unidad de disco duro ("HDD") del sistema como resultado del desgaste excesivo ocasionado por: (i) aplicaciones del cliente que hacen uso de la HDD más allá de las especificaciones de operación; (ii) aplicaciones del cliente que impiden que la HDD entre en los estados de hibernación/espera; (iii) aplicaciones del cliente que no están diseñadas para un sistema operativo habilitado para la administración de energía (por ejemplo, MS DOS); (iv) programas antivirus configurados para explorar constantemente archivos en segundo plano; (v) aplicaciones de encaminamiento o de correlación que registran constantemente coordenadas de GPS en el HDD, (vi) exposición al calor o frío excesivo superior a las especificaciones del sistema o (vii) desperfectos del motor o mecánicos provocados por los elementos descritos en los apartados (i) a (vi);
- Desperfectos del monitor causados por subas de tensión, limpieza indebida de la pantalla o el uso de dispositivos de estilete no autorizados;
- El daño causado por el desgaste;
- El daño sufrido durante un transporte que no sea el envío original al cliente;
- El daño causado por el impacto con otros objetos o por caídas que no están dentro de los límites especificados del equipo;
- El daño a los conectores que incluyen corrosión, patillas rotas y/o dobladas;
- Daños producidos en la cubierta del monitor, incluidos rayones;
- Antenas de radio rotas y cables coaxiales de radio dañados;

- Teclas del teclado rotas y/o faltantes; y
- Corrosión de la batería y grietas de la carcasa de la batería.

General Dynamics Itronix no será responsable en ningún caso, sea por negligencia, dolo o por cualquier otro motivo, de la indemnización por daños incidentales, indirectos, punitivos o ejemplares que surjan de la venta, el servicio técnico, mantenimiento, uso, desempeño, error o la interrupción de las operaciones de equipo, servicios, hardware o software, o en relación con los mismos, aún cuando General Dynamics Itronix haya sido advertida sobre la posibilidad de tales daños.

## 1. MEDIOS DE ALMACENAMIENTO

General Dynamics Itronix no asume responsabilidad alguna por programas de software, datos u otra información almacenada o guardada en cualquier medio o pieza del equipo devuelto a General Dynamics Itronix para que se realice el servicio de garantía u otra reparación así como tampoco por los gastos de recuperación de esos datos o programas. El cliente es el único responsable de obtener copias de seguridad de los datos, programas o de la información guardada en cualquier medio de almacenamiento antes de devolverlos a General Dynamics Itronix.

## 2. DESCARGO:

ESTA GARANTÍA REEMPLAZA CUALQUIER OTRA GARANTÍA, SEA EXPRESA O IMPLÍCITA O ESTATUTARIA, ENTRE LAS QUE SE INCLUYE, ENTRE OTRAS, LAS GARANTÍAS DE APTITUD PARA LA COMERCIALIZACIÓN E IDONEIDAD PARA UN FIN DETERMINADO, INEXISTENCIA DE VIOLACIÓN, O CUALQUIER GARANTÍA IMPLÍCITA QUE SURJA DEL CUMPLIMIENTO DE LAS TRANSACCIONES HABITUALES O DE LOS USOS DEL COMERCIO.

La presente garantía y su cumplimiento se regirán e interpretarán de acuerdo con las leyes del Estado de Washington, y se excluyen los principios de elección de Derecho aplicable.

## 3. RESPONSABILIDADES DE General Dynamics Itronix:

La responsabilidad total de General Dynamics Itronix y el único recurso del cliente respecto de cualquier equipo que no cumpla con esta garantía, se limitará a lo siguiente, a opción y por cuenta y cargo de General Dynamics Itronix: (i) la reparación del equipo defectuoso o (ii) la provisión de un equipo sustituto equivalente. El cliente es responsable de la devolución del equipo defectuoso debidamente embalado al Centro de servicio técnico de General Dynamics Itronix designado durante el período de garantía. General Dynamics Itronix es responsable de los costos de envío del equipo en garantía reparado. El cliente se compromete a permitir que General Dynamics Itronix tenga acceso razonable al equipo.

Garantía de noventa (90) días sobre la mano de obra y el equipo reparado. El equipo que presente desperfectos recurrentes o persistentes será reparado o reemplazado por General Dynamics Itronix, a su sola discreción.

El período de garantía no se ampliará como resultado de la reparación y actualización del equipo. Para recibir servicio técnico bajo garantía, el cliente debe hacer el reclamo correspondiente a General Dynamics Itronix de inmediato y antes de la expiración del período de garantía. Esta garantía no es transferible y sólo se aplica al usuario final original y al equipo original.



Washington State Department of  
**Enterprise Services**

1500 Jefferson Street, Mail Stop 41017  
Olympia, Washington 98504-1017  
[www.des.wa.gov](http://www.des.wa.gov)

**CONTRACT AMENDMENT**

**Contract Number:**  
T10-MST-321

**Date Issued:**  
9/28/12

**Amendment Number:**  
13-01

**Date Effective:**  
10/26/2012

This Contract Amendment is issued under the provisions of the State Contract identified above. The changes authorized are within the scope of the original contract. All rights and obligations of the parties shall be subject to and governed by the terms of the original contract including any subsequent amendments, which are hereby incorporated by reference.

**Purpose of Amendment**

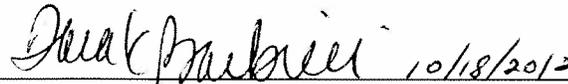
Purpose: To extend the term of the Master Contract.

Pursuant to Section 2 (Term), the parties agree to extend the term of this Master Contract for an additional one (1) year term from October 26, 2012 through October 25, 2013.

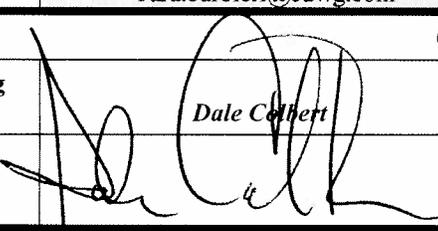
All other provisions of this Master Contract, as previously amended, shall remain in full force and effect.

**Authorizing Signatures**

This contract amendment, consisting of one (1) pages and zero attachment is executed by the persons signing below who warrant that they have the authority to execute this contract amendment.

<b>For Contractor:</b>		<b>For State:</b>	
			
<i>(Contractor Authorized Representative Signature)</i>		<i>(Procurement Coordinator Signature)</i>	
<i>10/18/2012</i>		<i>(Date)</i>	
<b>PRINT:</b>			
<b>Contractor:</b>	CDW Government LLC	<b>Agency:</b>	Department of Enterprise Services
<b>Address:</b>	230 N. Milwaukee Ave Vernon Hills, IL, 60061		1500 Jefferson St SE Olympia, WA 98501
<b>Telephone No.</b>	203-851-7044	<b>Telephone No.</b>	360-407-8772
<b>Email:</b>	Tara.barbieri@cdwg.com	<b>Email:</b>	Gay.Thomas@des.wa.gov

**GA Approval**

<b>OSP Authorizing Manager:</b>		<b>Date:</b>	
<b>Signature:</b>		<b>Email:</b>	Dale.colbert@des.wa.gov
		<b>Phone:</b>	(360) 407-9425