

**PARTICIPATING ADDENDUM**

[hereinafter "Addendum"]

For

**WSCA/NASPO PC Contracts 2009-2014**

**COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES**

**MASTER PRICE AGREEMENT NUMBER B27166**

Between

**IBM Corporation**

[hereinafter "Contractor"]

and

**STATE OF SOUTH CAROLINA, INFORMATION TECHNOLOGY MANAGEMENT OFFICE**

**(ITMO), a unit of South Carolina Budget and Control Board's**

**Division of Procurement Services**

[hereinafter "Participating State"]

**Participating State/Entity Contract Number 500008965**

**Amendment Number 1**

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This Amendment Number 1 is to add IBM software permitted by the WSCA/NASPO Master Price Agreement including all services related to installation, implementation, integration and maintenance of such software, in accordance with the WSCA/NASPO Master Price Agreement.

Therefore, the following changes to the Addendum are effective upon all signatures:

1. Scope – deleted in its entirety and replaced with the following:

This Addendum covers the WSCA/NASPO PC Contracts 2009-2014 (Computer Equipment, Peripherals and Related Services) lead by the State of Minnesota for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts. **IBM CORPORATION** is authorized under this WSCA agreement to sell the following:

**Servers (individual units/configurations shall not exceed \$300,000.00)  
(EXCLUDING Z servers)**

**Storage (individual units/configurations shall not exceed \$300,000.00)**

**Middleware (not offered through existing State of South Carolina statewide term contracts that are mandatory for use by state agencies) as approved by State of South Carolina. COGNOS has been approved and other software products will be added as they are approved by the State. Manufacturer Retail Price sheets will be posted on the State's web site and will list all products that have been approved.**

This Addendum is between ("Contractor") and all participating South Carolina public procurement units (as defined by S.C. Code Ann. 11-35-4601(5), as amended) or governmental bodies (as defined by S.C. Code Ann 11-35-310(18), as amended).

M. Products and Services NOT Provided by this Participating Addendum – deleted in its entirety and replace with the following:

**M. Products and Services NOT Provided by this Participating Addendum:** Authorized purchasers may purchase and contractors may supply, "Services" only as defined herein. For the purposes of this agreement, "Services" includes only those Services directly related to the installation, implementation, configuration, integration and maintenance of the equipment, operating software i.e. Microsoft, Windows, etc. and middleware, to allow the equipment and software to function in accordance with

manufacturer's specifications and those services related to maintenance of the products either to fulfill the Contractor's warranty or any services related to the routine maintenance of the products or service. "Services" **do not include** Professional Services for custom application design or development or other professional consulting services unrelated to the installation and/or configuration of equipment and/or software authorized under the Addendum.

**Other items EXCLUDED from being purchased from this contract are as follows:**

Printer Supplies (The State of SC has a separate contract for HP printer supplies)  
Application Software (The State of SC has a separate contract for Application Software.)  
Consulting Services  
Copiers (The State of SC has a separate contract for Copiers)  
Design Services  
**Desktop**  
**Laptop**  
**LAN**  
**Tablet PC**  
**Monitors**  
**Printers**  
**Zservers**  
Digital Projectors (The State of SC has a separate contract for AV equipment)  
Internet Based Educational Training Services  
Instructional Packages  
IT Temporary Professional Services, (The State of SC has a separate State Term Contract)  
Mainframe (no mainframes of any types)  
Networking Hardware except for Network Interface Cards (NIC) and the cables necessary to attach a personal computer to the network. (The State of SC has a separate Networking Hardware contract.)  
PDAs  
Whiteboards (The State of SC has a separate contract for AV equipment)  
World Wide Web Services  
**Cloud Software Products or Services**

Y. All software orders must be submitted through the State of South Carolina's Software Acquisition Manager (SAM). The State has awarded the contract for the Software Acquisition Manager (SAM) to NewVenue Technologies, Inc. to provide a centralized means of tracking software licenses and their associated usage across all Agencies. Therefore, it will be mandatory for State agencies and Local governmental units to submit their orders for software, software maintenance, and technical support to the Software Acquisition Manager. There is a 2.5% administrative fee that must be paid by IBM to the Software Acquisition Manager for

all software purchased from the WSCA/NASPO PC contract. This 2.5% fee is in lieu of the 1% fee paid for hardware and operating system software contained in this State of South Carolina Participating Addendum.

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The Software Acquisition Manager (SAM) contact information is as follows:

NewVenue Technologies, Inc.

P.O. Box 292142

Columbia, SC 29229

SAM POC: Terris S. Riley

Email: [triley@newvenuetech.com](mailto:triley@newvenuetech.com)

Phone: (803) 386-1036

Web: [www.newvenuetech.com](http://www.newvenuetech.com)

IN WITNESS WHEREOF, the parties have executed this Amendment Number 1 as of the date of execution by both parties below.

FOR SOUTH CAROLINA GOVERNMENTAL BODIES:

The undersigned person warrants that he or she is authorized to execute the contract and legally bind the governmental bodies thereto.

Signature: 

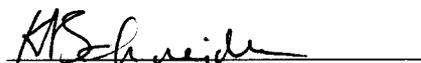
Printed Name: Norma J. Hall

Title: Interim State Information Technology  
Procurement Officer, ITMO -

Division of Procurement Services

Date: March 21st, 2012

IBM

Signature: 

Printed Name: Karen Schneider

Title: WSCA/NASPO Nat'l Pgm Mgr

Date: March 19, 2012