

**CONTRACTUAL AGREEMENT FOR COMPUTER PERIPHERALS AND SUPPLIES
BETWEEN
CDW-G AND IOWA STATE UNIVERSITY**

**SECTION I
INTRODUCTION**

This Contractual Agreement for purchase of computer peripherals and supplies at Iowa State University (hereafter referred to as "Agreement" or "Contract") is made and entered into this ^{12th} day of September, 2008, by and between Iowa State University (hereafter referred to as "ISU" or University") and CDW Government located at 230 N Milwaukee Ave, Vernon Hills, Illinois 60061 (hereafter referred to as "CDW-G" or "Company").

IN CONSIDERATION OF the mutual promises and covenants contained herein, ISU and CDW-G agree that this Agreement forms a binding contract for computer peripherals and supplies for Iowa State University. This document is based on RFP 60185 and includes all mutually agreed items. This contract will serve as the governing document of agreement between ISU and CDW-G. All other issues will be settled by mutual agreement.

1.1 ISU Contract Administrator

Karl Wendt
Purchasing Agent
3616 Administrative Services Bldg.
Iowa State University
Ames, IA 50011-3616
Telephone 515-294-8621
E-mail kwendt@iastate.edu

- 1.2 Description of the Contract** CDW-G is to provide computer peripherals and supplies at a volume discounted price to Iowa State University (ISU). ISU Purchasing will be implementing a Sciquest online catalog system for end user purchasing. As a part of that system, CDW-G will provide computer peripherals and supplies for purchase through the online catalog system. The catalog system will be made available to all departments at ISU.

**SECTION II
TERMS AND CONDITIONS OF THE CONTRACT**

2.1 Definitions

The University The University is Iowa State University (ISU). The term University means the University or the University's authorized representative.

The Company The term Company is CDW-G or the Company's authorized representative.

2.2 Assignment This contract may not be assigned or transferred by either party without the prior written consent of the other party. Notwithstanding the foregoing, Company may assign the right to receive payments under this contract to any third party and/or this contract in whole or in part and/or any/all interest(s), right(s) or obligation(s) to a) any entity controlling, controlled by, or under common control with Company and/or b) any affiliate of Company, without the consent of the University.

2.3 Non-appropriation of Funds If funds anticipated for the fulfillment of this agreement are at any time not forthcoming or insufficient, either through the failure of the Iowa Legislature or the federal government to provide funds or the program under which funds were provided is altered, then ISU shall have the right to terminate this agreement without penalty by giving not less than thirty (30) days written notice documenting the lack of funding or program change.

2.4 Immunity from Liability Every person who is a party to this Agreement is hereby notified and agrees that ISU, and its agents, successors, and assigns, to the extent required by applicable Iowa law, are immune from liability and suit for or from Company's activities involving third parties and arising from this Agreement.

2.5 Indemnification To the extent permitted by Iowa law, University hereby agrees to indemnify, protect and hold harmless Company, its officers, directors, shareholders, employees, and agents, and each of them, in their corporate and individual capacities, from any expense, liability or damage any of them may incur, including as a result of claims, demands, costs, awards or judgments of any kind or nature, by anyone whomsoever, arising out of or otherwise connected with this Agreement, provide such claims are due to the negligent acts of University. Company ("Indemnifying Party") agrees to defend, indemnify and hold harmless the State of Iowa, Iowa State University, its Board of Regents, faculty, students, employees and agents ("Indemnified Party") from all liability, injuries, claims or damages (including claims of bodily injury or property damage) and costs, including costs, and expenses (including reasonable attorney's fees) collectively, which arise out of or otherwise connected with the negligent acts of Company, its officers, directors, employees, and agents under this Agreement. Claims do not include any damages or liability arising out of the product(s), or software or the data processed by such software or hardware, or otherwise excluded in this Agreement.

The obligation of the Indemnifying Party hereunder is contingent upon the Indemnified Party providing the Indemnifying Party with (i) prompt written notice of and description of each Claim; provided, however, that the Indemnified Party's failure to provide prompt notice will relieve the Indemnifying Party of its obligations only if and to the extent that the Indemnifying Party is materially prejudiced by such delay, (ii) sole authority to defend or

settle any such Claim; and (ii) all reasonable assistance, at the Indemnifying Party's expense, in any such defense. In no event shall the Indemnifying Party settle any Claim that involves a remedy other than the payment of money without the prior consent of the Indemnified Party.

- 2.6 Code of Fair Practice Company shall not discriminate against any employee or applicant for employment because of race, color, religion, sexual orientation, gender identification, marital status, national origin, sex, age, or physical or mental disability, or status as a US veteran. Company shall take affirmative action to ensure that applicants are employed and that the employees are treated during employment without regard to their race, creed, color, religion, national origin, sex, age, or physical or mental disability or status as a Vietnam-era/disabled veteran, except where it relates to a bona fide occupational qualification. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; and selection for training, including apprenticeship. If applicable to this agreement, Company shall comply with the provisions of Federal Executive Order 11246 as amended by Executive Order 11375. In the event of Company's non-compliance with this section 2.6 or with any of the aforesaid regulations, this contract may be canceled, terminated or suspended in whole or in part, without penalty to the Board of Regents, State of Iowa, the University, or the State of Iowa, and Company may be declared ineligible for further contracts with Board of Regents, State of Iowa, institutions
- 2.7 Amendments to the Agreement When awarded, the Agreement shall not be changed, modified, altered, or amended in any respect without the mutual consent of the parties hereto, which consent shall be evidenced by a written amendment to the Agreement executed by both parties
- 2.8 Laws Terms and provisions of this Agreement shall be construed in accordance with the laws of the State of Iowa, and any and all litigation or actions commenced in connection with this Agreement shall be instituted in the appropriate courts in the State of Iowa.
- 2.9 Advertising Company shall not use or reference the name of Iowa State University as a part of any commercial advertising without prior written approval of ISU's central administration and its Trademark and Licensing Office.
- 2.10 Taxes ISU is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on Company's employee's wages. ISU is exempt from State and Local Sales and Use Taxes on the services. A Tax Exemption Certificate will be furnished upon request
- 2.11 Access to Company Records/Audits The Company agrees to keep and provide full access to all records that pertain to ISU throughout the period that the Agreement remains in effect and for a minimum of seven (7) years after the Agreement is terminated, unless required to retain for a longer period by state or federal statute. Notwithstanding the above, an Audit may only be performed, during regular business hours and at a time mutually agreed upon by University and Company, to audit Company's records to verify the accuracy of the amounts paid hereunder. Such audit shall be at University's sole expense. In the event the Audit is performed by an independent third party, the party must execute Company's Standard Non-Disclosure Agreement. Any such audit shall be limited to the records in connection with the University only. Company is not required to keep

original documents and copies of relevant documents will suffice for the purpose of this provision. Company will maintain documents in accordance with its document retention policy. The sole right for damages determined by the audit is limited to the actual discrepancies.

2.12 Term of the Agreement This agreement will commence upon award and continue until June 30, 2013 with an option to renew for an additional five (5) year period.

2.13 Termination

2.13.1 If Company is adjudged bankrupt or makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of Company's insolvency, ISU may terminate the Agreement after giving Company a minimum thirty (30) days written notice, without penalty to ISU.

2.13.2 In any case where either party has breached a material obligation pursuant to this agreement, the non-breaching party shall provide a Cure Notice allowing the party in breach at least thirty days to cure such material breach ("Cure Period"). If the party in breach does not cure the material breach by the end of the Cure Period, the non-breaching party may terminate the Agreement, without penalty.

2.13.3 Either party may terminate this agreement upon 90 days written notice.

2.13.4 With respect to products ordered pursuant to a purchase order that was accepted prior to the time this agreement expires or terminates, for any reason, this agreement will continue to remain in effect with respect to such products.

2.13.5 Upon the expiration or termination of this agreement for any reason, all rights and obligations of the parties under this agreement or any such statement of work, as the case may be, will automatically terminate except for any right of action occurring prior to termination, payment obligations and obligations that expressly or by implication are intended to survive termination (including, but not limited to, limitation of liability, indemnity, confidentiality, title and this survival provision).

2.14 Severability of the Agreement In the event any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, but shall be construed as if such invalid or unenforceable provision had never been contained. Further, in the event that any provision shall be held to be unenforceable by virtue of its scope, but may be made enforceable by a limitation thereof, such provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the laws of the jurisdiction in which enforcement is sought.

2.15 Warranties and Limitation of Liability

2.15.1 ISU UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF THE PRODUCTS PURCHASED BY ISU HEREUNDER AND THE ONLY WARRANTIES OFFERED ARE THOSE OF THE MANUFACTURER, NOT COMPANY OR ITS AFFILIATES. IN PURCHASING THE PRODUCTS, ISU IS RELYING ON THE MANUFACTURER'S SPECIFICATIONS ONLY AND IS NOT RELYING ON ANY STATEMENTS, SPECIFICATIONS, PHOTOGRAPHS OR

OTHER ILLUSTRATIONS REPRESENTING THE PRODUCTS THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES. COMPANY AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESSED OR IMPLIED, RELATED TO PRODUCTS INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY.

- 2.15.2 UNDER NO CIRCUMSTANCES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL COMPANY, ITS AFFILIATES OR ITS OR THEIR SUPPLIERS, SUBCONTRACTORS, OR AGENTS BE LIABLE FOR: (A) ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, BUSINESS, REVENUES, OR SAVINGS, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, IN EACH CASE, WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY; (B) ANY CLAIMS, DEMANDS, OR ACTIONS AGAINST ISU BY ANY THIRD PARTY; (C) ANY LOSS OR CLAIM ARISING OUT OF OR OTHERWISE RELATED TO THE PRODUCTS; OR (D) ANY UNAVAILABILITY OF THE PRODUCT FOR USE OR ANY LOST, DAMAGED, OR CORRUPTED DATA, OR SOFTWARE. IN THE EVENT OF ANY LIABILITY INCURRED BY COMPANY OR ANY OF ITS AFFILIATES, THE ENTIRE LIABILITY OF COMPANY AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE LESSER OF: (A) THE DOLLAR AMOUNT PAID BY ISU FOR THE PRODUCT(S) GIVING RISE TO THE CLAIM; OR (B)\$50,000.00.
- 2.16 ISU acknowledges that no employee of Company or its affiliates is authorized to make any representation or warranty on behalf of Company or any of its affiliates that is not in this Agreement. Company will not be responsible for and no liability shall result to Company or any of its affiliates for any delays in delivery which result from any circumstances beyond Company's reasonable control, including, but not limited to, product unavailability, carrier delays, delays due to fire, severe weather conditions, failure of power, labor problems, acts of war, terrorism, embargo, acts of God or acts or laws of any government or agency. Any shipping dates provided by Company and any purported deadlines contained in any other document are estimates only.
- 2.17 In connection with the products, certain services, including, but not limited to, extended warranty service by manufacturers, are sold by Company as a distributor or sales agent ("Third Party Services"). In the case of Third Party Services, the third party will be the party responsible for providing the services to ISU and ISU will look solely to the third party for any loss, claims or damages arising from or related to the provision of such Third Party Services. ISU hereby releases Company and its affiliates from any and all claims arising from or relating to the purchase or provision of any such Third Party Services. Any amounts, including, but not limited to, taxes, associated with Third Party Services which may be collected by Company will be collected solely in the capacity as an independent sales agent.

2.18 If ISU provides Company with ISU's carrier account number or selects a carrier other than a carrier that regularly ships for Company, title to products and risk of loss or damage during shipment pass from Company to ISU upon shipment from Company's facility (F.O.B. Origin, freight collect). For all other shipments, title to products and risk of loss or damage during shipment passes from Company to ISU upon receipt by ISU (F.O.B. Destination, freight prepaid and added). Notwithstanding anything to the contrary in this agreement, title to software will remain with the applicable licensor(s) and ISU's rights therein are contained in the license agreement between such licensor(s) and ISU. Company retains a security interest in the products until payment in full is received. Payment terms are net thirty (30) days from the date of invoice. Notwithstanding anything to the contrary in this Agreement, acceptance, subject to Company's standard return policy, occurs on delivery of a product(s), unless, within ten (10) days of such delivery Company receives a written notice of rejection of a product from ISU which rejection must be based on the non-conformance of such product with specifications for such product that were published by Company on its web site at the time of ISU's issuance of the purchase order for such product and identify, with specificity, all non-conformities of the product. In the absence of Company's receipt of the above mentioned notice, the applicable product shall be deemed accepted. Company offers a thirty (30) day return policy on most of the products that Company sells to its customers. Some manufacturers' restrictions apply. Please refer to Company's return policy. To obtain Company's current return policy, ISU should contact CDW Customer Relations at 866.SVC.4CDW or via email at CustomerRelations@cdw.com. ISU must notify CDW Customer Relations of any damaged products within ten (10) days of receipt.

2.19 Confidential Information

- 2.19.1 Each Party anticipates that it may be necessary for each Party to provide access to information of a confidential nature of such Party, its Affiliates or a third party (hereinafter referred to as "Confidential Information") to the other Party in the performance of this Agreement. "Confidential Information" means any information or data in oral, electronic or written form which the receiving Party knows or has reason to know is proprietary or confidential and which is disclosed by a Party in connection with this Agreement or which the receiving Party may have access to in connection with this Agreement, including but not limited to the terms and conditions of this Agreement. Confidential Information will not include information which: (a) becomes known to the public through no act of the receiving Party; (b) was known to the receiving Party, or becomes known to the receiving Party from a third party having the right to disclose it and having no obligation of confidentiality to the disclosing Party with respect to the applicable information; or (c) is independently developed by agents, employees or subcontractors of the receiving Party who have not had access to such information. To the extent practicable, Confidential Information should be clearly identified or labeled as such by the disclosing Party at the time of disclosure or as promptly thereafter as possible, however, failure to so identify or label such Confidential Information will not be evidence that such information is not confidential or protectable.
- 2.19.2 Each Party agrees that it will hold the other Party's Confidential Information confidential for a period of three (3) years following the date of disclosure and to do so in a manner at least as protective as it holds its own Confidential

Information of like kind but to use no less than a reasonable degree of care. Disclosures of the other Party's Confidential Information will be restricted (i) to those individuals who are participating in the performance of this Agreement and need to know such Confidential Information for purposes of providing or receiving the Products or otherwise in connection with this Agreement, or (ii) to its business, legal and financial advisors, each on a confidential basis. Each Party agrees not to use any Confidential Information of the other Party for any purpose other than the business purposes contemplated by this Agreement. At the written request of a Party, the other Party will either return or certify the destruction of the Confidential Information of the other Party.

2.19.3 If a receiving Party is required by law, rule or regulation, or requested in any judicial or administrative proceeding or by any governmental or regulatory authority, to disclose Confidential Information of the other Party, the receiving Party will give the disclosing Party prompt notice of such request so that the disclosing Party may seek an appropriate protective order or similar protective measure and will use reasonable efforts to obtain confidential treatment of the Confidential Information so disclosed.

**SECTION III
CONTRACT SPECIFICATIONS**

- 3.1 The following is to be provided as a part of this contract:
- 3.2 Discount Structure CDW-G will provide a discount structure based upon CDW-G's published retail price minus a defined discount.

Discount	Category Description
16.00%	Accessories
11.00%	Battery Back-up/Power/Surge
2.00%	Desktop Computers
13.00%	Data Storage/Drives
7.00%	Digital Imaging - Camera/Scanner
5.00%	Servers
15.00%	Keyboard/Mice/Input Devices
5.00%	Laptop/Notebook/PDA's
14.00%	Sound/Multimedia
9.00%	NetComm Products
7.00%	Office Equipment
10.00%	Printers
5.00%	Warranty/installs
6.00%	Software
10.00%	Telephony
10.00%	Memory/System Components
8.00%	Video/Monitors/Cards/Projector
17.00%	Cables

- 3.3 Contract Volume ISU currently purchases approximately \$1,000,000 annually of peripherals and supplies. CDW-G is to be ISU's primary supplier for computer supplies to be represented on the purchasing catalog system. There is no guaranteed purchasing volume associated with this contract.
- 3.4 Sciquest Integration CDW-G, a member of the SciQuest Supplier Network, will be required to integrate its catalog with the Sciquest Spend Director software to be used by ISU.
- 3.5 Return Policy CDW-G offers a 30-day return policy on most of the products carried.
- 3.5.1 Damaged products If a package arrives damaged in transit, it is best to refuse it back to the carrier attempting delivery. If ISU accepts the package, ISU must make sure it is noted on the carrier's delivery record in order for CDW-G to file a damage claim. Notify the CDW-G Account Manager or our Customer Relations Department (866 782-4239) immediately to arrange for a carrier inspection and a pickup of the damaged merchandise with the original box and packaging. If ISU does not notify CDW-G of damaged goods within the first ten days of arrival, CDW-G's regular return policy will override any claim of damage. Timely receipt of this information is necessary to file a damage claim.

3.5.2 Defective products

3.5.2.1 Most defective products will be accepted directly for credit, replacement, exchange, or repair at CDW-G's discretion, within 30 days from the invoice date. All products to be returned must be received within 30 days from the invoice date, 100% complete, in good condition, and must include original packing material, manuals, blank warranty cards and other accessories provided by the manufacturer.

3.5.2.2 Software products Defective software can be returned to CDW-G within 30 days of the invoice date and may only be exchanged for the same software. Unopened software may be returned for refund or exchange within 30 days of the invoice date. Multiple software licenses cannot be returned for refund or exchange unless first authorized by the manufacturer. Multiple licenses may not be returned beyond 30 days for any reason. For complete information regarding CDW-G's return policy refer to www.cdwg.com. This can be found under the Terms & Conditions of Sale.

3.5.3 Return Process In order to return any product to CDW-G, including damaged or defective products, ISU will need to request a Return Merchandise Authorization (RMA) number. No returns of any type will be accepted without an RMA number. The most efficient way to request an RMA number is via ISU's customized CDW-G website (cdwg@work.extranet). When an RMA request is entered, the system automatically checks several factors to see if the RMA can be automatically approved. If these factors are met, the RMA number will be emailed directly to ISU. If the auto-approval criteria are not met, the RMA will route to Customer Relations for processing. Also, ISU will be able to request an RMA number from ISU's Account Manager or from CDW-G's Customer Relations Department which can be reached:

- By phone at 866.SVC.4CDW (866-782-4239)
- By email at: CustomerRelations>Returns@work.cdwg.com

For faster service, please have the following information on hand when calling for an RMA number:

- Customer name
- Customer number
- Invoice number or order number
- Item serial number(s)
- The number of items being returned
- Whether the product box has been opened
- Nature of the problem

Once CDW-G has processed the request, CDW-G will send ISU an email with the RMA number. The approved RMA number is valid for 10 business days and must be clearly noted on the shipping label of each box.

Products are to be returned 100% complete. This includes manufacturer box, UPC label, packing materials, all manuals, blank warranty cards and accessories. Please do not write on or damage the manufacturer box. Return

privileges are contingent upon various manufacturer policies. CDW-G reserves the right to decline return requests based on those policies. Please verify policies for specific item(s) with a member of the Customer Relations team. If the return is generated due to customer error then ISU will be responsible for shipping the product back to CDW-G. If it's a CDW-G error, for example, the product was sold wrong or shipped wrong, then CDW-G would issue a call tag for the product to be picked up and returned to CDW-G.

Return shipping address:
CDW-G
Attn: Returns Department
(Place the RMA number on this line)
220 N. Milwaukee Avenue
Vernon Hills, IL 60061

Failure to return a product within the applicable return period will be deemed to be an acceptance of the product. A replacement product or exchange is shipped out when the original product comes back to CDW-G via an RMA. The only instance CDW-G would send out the product right away is if ISU requests product to be shipped before CDW-G receives the returned product. In this case, CDW-G would do an Advance Order Replacement (AOR); ISU is billed for an AOR at the time the product ships. ISU is responsible for all risk of loss and damage to products being shipped back to CDW-G. Please fully insure return shipment in case of loss or damage. Please use a carrier that is able to provide ISU with proof of delivery such as UPS, FedEx or DHL. This is for ISU's protection as well as to ensure quick action on ISU's return. If the return merchandise is accepted, CDW-G will post a credit to ISU's CDW-G account within 24 hours from the time that CDW-G receive the product(s) in our Distribution Center. Each return is credited in the same manner as payment. If ISU paid for ISU's order with a credit card, the credit will be applied to that card. ISU will be able to verify the credit by calling ISU's credit card company. If ISU paid for ISU's order with a check, a refund check will be issued within 10 business days from the date the returned product is received by our receiving department. If ISU have a terms account, the amount of ISU's return will be credited to ISU's account.

- 3.5.4 HP Printer Products For defective HP printers, within 10 days of receipt, ISU should contact HP's 24/7 technical support at 800-474-6836. If required, the second level of escalation for defective HP printer returns will be to contact the CDW-G account manager, Rob Feinholz, or our Customer Support team at (866) 782-4239. Unused and unopened HP printer products may be returned to CDW-G within 30 days with some restrictions.
- Product must be in good condition in complete original packaging with all documentation, etc.
 - Products sold wrong to ISU, return shipping paid by CDW-G
 - Products purchased wrong by ISU, return shipping paid by ISU
 - Special order items not normally stocked may not be able to be returned
 - Please note CDW-G never charges a restocking fee
- 3.5.5 Manufacturer Restrictions Some manufacturer restrictions do apply to CDW-G's standard 30 day return policy. For example, the following brands will be

accepted for repair only: HP computers, IBM, Lenovo and Sun. All HP products carry a manufacturer warranty and are covered by HP. CDW-G reserves the right to allow exceptions and allow returns on these items, on a case by case basis. Please note that the list of manufacturers that have restrictions is subject to change. After 30 days, the manufacturer's warranty applies. While CDW-G reserves the right to authorize product returns beyond 30 days from the invoice date, credit may be issued toward future purchases only. Special order products are non-returnable if CDW-G is unable to obtain a Return Merchandise Authorization (RMA) exception from the respective manufacturer. In situations where the product has a restricted return policy associated, ISU will be notified before the product is purchased. For ISU customers that call CDW-G technical support about their HP printers, if a CDW-G technician finds the problem to be an HP warranty issue, the ISU customer will be transferred to the proper HP Warranty phone support.

- 3.6 **Shipping** CDW-G's pricing structure includes Freight On Board (FOB) Destination, Freight Prepaid and Allowed -ground. Expedited shipping is available at an additional cost. The additional cost associated with the various expedited shipping options depends on the shipping method, weight, dimensions, product value, and delivery location. CDW-G's shipping fees include insurance. CDW-G negotiates the most cost-effective shipping rates possible. CDW-G ships a majority of products via UPS, FedEx and DHL. ISU will be able to use their custom CDW-G websites to determine shipping costs before completing their order and can choose the shipping options that are available and that best fit their budget and timeframe.
- 3.7 **Payment** ISU will be paying for all transactions through a company issued procurement card. CDW-G processes Level 1 through Level 3 PCard transactions.
- 3.8 **Order Transmission** ISU will be transmitting orders through EDI. CDW-G will accommodate the need for ISU to transmit orders via EDI and CXML data. CDW-G will work closely with ISU to determine the exact specification of the integration. CDW-G and ISU will schedule IT resources accordingly based on the roll out schedule of ISU's SciQuest implementation.
- 3.9 **Return Cart Capability** ISU will be using a Sciquest application that will use Company catalogs to enable users to pick items and submit them to a Sciquest cart. CDW-G supports the SciQuest return Cart functionality. CDW-G, SciQuest and ISU will meet to review and specific mapping characteristics needed for ISU.
- 3.10 **Substitutions** No substitutions of ordered items will be allowed. As orders will be submitted via EDI, items must match the electronic order submitted.
- 3.11 **Order Confirmation** CDW-G will provide an email to the University to confirm receipt of the order. Email to be sent to address provided by ISU at time of order.
- 3.12 **Backorders/Out of stock items** CDW-G will communicate backorders and out of stock occurrences back to the email address provided by ISU at time of order. Backordered items are indicated as being out of stock on ISU's custom CDW-G website in the availability area. ISU's dedicated Account Manager also has the responsibility to contact end users about backorders via phone, email or report as the customer desires and

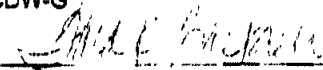
advises. In addition, CDW-G also sends automatic emails when an order has processed. The initial order confirmation will contain the order number, items within the order, the billing, shipping information as well as the carrier shipping method. Additional information such as the Airbill or Waybill numbers, are communicated via ISU's dedicated Account Manager to the requestor via phone or email or can be found on the Order and Invoice Sections of the ISU. CDW-G Extranet site and can be downloaded as CSV files.

**CONTRACTUAL AGREEMENT
FOR
COMPUTER PERIPHERALS AND SUPPLIES**

Signature Page

Any and all modifications to the contractual documents shall require written consent from CDW-G and ISU. CDW-G and ISU, having read and understood all the aforementioned provisions of the contractual documents have signed three copies of this Agreement and regard each copy as an original.

For CDW-G

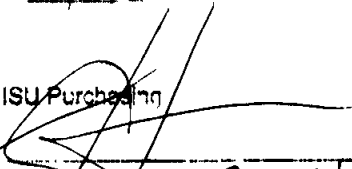
By: 

Typed/Printed Name: Tara K. Bartholomew

Title: Director, Program Sales

Date: 9/11/08

For ISU Purchasing

By: 

Typed/Printed Name: Cary Flamm

Title: Assoc. Director, Purchasing

Date: 9/11/08