

Addendum to Master Price Agreement

Between

IBM Corporation

And

State of Minnesota, Materials Management Division

Representing the Western States Contracting Alliance (WSPA) and

the National Association of State Procurement Officials (NASPO)

Lead State Contract #: B27166

Executed on: August 31, 2009

September 9, 2009

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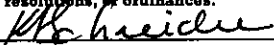
This Master Price Agreement Addendum governs IBM Corporation's (hereinafter "CONTRACTOR") use of the NASPO/WSPA name and logo during the term of this Master Price Agreement and amendments to this Master Price Agreement. CONTRACTOR may use the name and logo only as set forth below. Any use not expressly permitted herein is prohibited, and such use constitutes a material breach of the Master Price Agreement with the Lead State and all Participating States.

1. CONTRACTOR may display the NASPO/WSPA name and logo on the face of the Master Price Agreement, including all electronic and hard copy versions.
2. CONTRACTOR and its subcontractors, resellers, and agents may display the NASPO/WSPA names and logos on a web site as a "click on" link to the Master Price Agreement. No other use of the logos or names is permitted on any web site, except as permitted in paragraphs 1 and 3.
3. With, and only with, prior written approval of the Lead State Contract Administrator, CONTRACTOR may advertise the Master Price Agreement in publications and promotional materials aimed at state and local government entities eligible to use the Master Price Agreement. The sole focus and intent of such advertisements must be to increase participation in the Master Price Agreement. The NASPO/WSPA names may be used and the logos displayed in the advertisement ONLY as it relates to the Master Price Agreement. The Lead State Contract Administrator's approval must encompass the content and appearance of the advertisement and the media in which the advertisement will appear.
4. CONTRACTOR may not make explicit or implicit representations concerning the opinion of NASPO/WSPA, the Lead State, or any Participating State regarding CONTRACTOR or its products or services. This restriction includes general use of the NASPO/WSPA names and logos NOT directly linked to or related to this Master Price Agreement.
5. CONTRACTOR must ensure that its sub-contractors, resellers, and agents adhere to the terms of this Addendum, and CONTRACTOR is responsible for any breach by these entities.
6. CONTRACTOR must immediately cease all use of the NASPO/WSPA names and logos if directed to do so in writing by the Lead State Contract Administrator, and CONTRACTOR must ensure that its sub-contractors, re-sellers, and agents immediately cease all use.
7. CONTRACTOR shall not make, or permit its subcontractors, resellers, or agents to make, any alterations to NASPO's or WSPA's names or logos (including characters, style and colors) and CONTRACTOR shall not use or permit the use of NASPO's or WSPA's names or logos in a manner or context that could adversely affect NASPO's/WSPA's integrity, goodwill, or reputation.
8. Upon termination or expiration of the Master Price Agreement, CONTRACTOR and its sub-contractors, re-sellers, and agents must cease all use of the NASPO/WSPA names and logos; except that, CONTRACTOR may use the NASPO/WSPA names for reference purposes in a description of its prior experience.

Acknowledged:

CONTRACTOR: IBM CORPORATION

The Contractor certifies that the appropriate person(s) have executed this agreement on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.



Signature

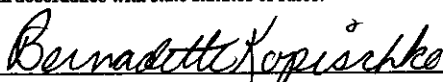
WSPA/NASPO Nat'l Pgm Mgr _____

Title 9 Sept 2009

Date

LEAD STATE: MINNESOTA

In accordance with state statutes or rules.



Signature

Acq. Supvr _____

Title 9/14/09

Date