

MASTER PRICE AGREEMENT
BETWEEN
MIDWESTERN HIGHER EDUCATION COMMISSION
AND
CONNECTION PUBLIC SECTOR SOLUTIONS
EFFECTIVE DECEMBER 31, 2022, through JUNE 30, 2025

THIS AGREEMENT, and amendments and supplements thereto, is made between the Midwestern Higher Education Commission (hereinafter MHEC) located at 105 Fifth Avenue South, Suite 450 Minneapolis, MN 55401, for the benefit of the Eligible Organizations located in the MHEC member states, and PC Connection, Inc. d/b/a Connection Public Sector Solutions (hereinafter Connection or Supplier) 732 Milford Road Merrimack, NH 03054. For purposes of this Master Agreement MHEC and Connection are referred to collectively as the "Parties" or individually as "Party".

Whereas, the Midwestern Higher Education Compact (Compact) is an interstate compact of twelve Midwestern states, such states being Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota and Wisconsin (Member States); and MHEC, a nonprofit 501(c) (3), is a statutorily created governing body of the Compact established for the purposes, in part, of determining, negotiating and providing quality and affordable services for the Member States, the entities in those Member States, and the citizens residing in those Member States; and

Whereas, MHEC has established a Technology Initiative for the purpose of which is to determine, negotiate and make available quality and affordable technology products and services to the not-for-profit and public education related entities in the MHEC Member States; and

Whereas, MHEC has entered into separate agreements with the New England Board of Higher Education (NEBHE) and the Southern Regional Education Board (SREB) and the Western Interstate Commission for Higher Education (WICHE) respectively to allow entities in the NEBHE Member States, SREB Member States, and the WICHE Member States access MHEC's Technology Initiative contracts, including this Master Agreement; and

Whereas, NEBHE Member States refers to any state that is a member, or affiliate member of NEBHE. Current NEBHE Member States are: Connecticut, New Hampshire, Maine, Massachusetts, Rhode Island, and Vermont; and

Whereas, SREB Member States refers to any state that is a member or an affiliate member of SREB. Current SREB Member States are: Alabama, Arkansas, Delaware, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia; and

Whereas, WICHE Member States refers to any state that is a member or an affiliate member of WICHE. Current WICHE Member States are: Alaska, Arizona, California, Colorado, Hawai'i, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming and U.S. Pacific Territories and Freely Associated States; and

Whereas, Connection offers certain quality technology related products and services; and

Whereas, MHEC conducted a competitive sourcing event for End User Computing and Peripherals, Device Lifecycle Management, and Associated Services MHEC-RFP-10282021, dated October 28, 2021, and upon completion of the competitive process Connection received an award; and

Therefore, in consideration of mutual covenants, conditions, and promises contained herein, MHEC and Connection agree as follows:

1. MASTER AGREEMENT TERM

The MHEC Master Agreement shall be effective on December 31, 2022, and shall remain in effect until June 30, 2025, (Term Ending Date). The Master Agreement may be mutually renewed for four (4) additional years, unless

one party terminates in writing ninety (90) days prior to the Term Ending Date anniversary. Eligible Organizations may procure Products and Services from the technology solution Supplier under the terms of the MHEC Master Agreement at any time during the duration of the Master Agreement.

2. ORDER

Means the Supplier accepted order including any supporting material which the parties mutually identify as incorporated either by attachment or reference (“**Supporting Material**”). Supporting Material may include (as examples) product lists, hardware, or software specifications, standard or negotiated service descriptions, data sheets and their supplements, and statements of work (SOWs), published warranties and service level agreements, and may be available to Eligible Organization in hard copy or by accessing a designated Supplier website.

3. LIST PRICE

Refers to Connection’s authorized Reseller for Third-Party Products, Third-Party Software, and Third-Party Services made available under this Agreement and their respective pricing as set forth in Exhibit A.

4. PRODUCTS

Refers to Connection acting in its capacity as an authorized Value-Added Reseller for Third-Party Products in the categories of a) end user computing and peripherals, b) device lifecycle management, and c) associated services made available for sale by Connection to Eligible Organizations under this Master Agreement Exhibit C: Product Selection. Connection may incorporate changes to their Product offering; however, any changes must be within the scope of the End User Computing and Peripherals, Device Lifecycle Management, and Associated Services MHEC-RFP-10282021 award.

5. SOFTWARE

Refers to Connection acting in its capacity as an authorized Value-Added Reseller for Third-Party Software in the categories of a) end user computing and peripherals, b) device lifecycle management, c) associated services made available for sale by Connection to Eligible Organizations under this Master Agreement Exhibit C: Product Selection. Connection may incorporate changes to their Software offering; however, any changes must be within the scope of the End User Computing and Peripherals, Device Lifecycle Management, and Associated Services MHEC-RFP-10282021 award.

6. SERVICES

Refers to Connection acting in its capacity as an authorized Value-Added Reseller for Third-Party Services offered by Connection under this Agreement including: pre-implementation design, installation/de-installation, migration, optimization, maintenance, technical support, training, and services accessible over the internet. Connection may incorporate changes to their service offering; however, any changes must be within the scope of the End User Computing and Peripherals, Device Lifecycle Management, and Associated Services MHEC-RFP-10282021 award. Examples of these services include but not limited to the following:

- A. Support Services: Such as warranty services, maintenance, installation, de-installation, factory integration (software or hardware components), asset management, and recycling/disposal. Connection’s support services will be described in the applicable Supporting Material, which will cover the description of Connection’s offering, eligibility requirements, service limitations and Eligible Participant’s responsibilities, as well as the Eligible Participant’s systems supported.
- B. Training and certification.

- C. Professional Services: Such as assessments, disaster recovery planning and support, services desk/help desk, software, and application development, and any other directly related technical support and/or IT related services required for the effective operation of the Product and Software offered or supplied.
- D. IT as a Service: refers to the delivery of a variety of hybrid services and applications accessible on demand over the internet including:
 - 1. Software-as-a-service (SaaS): refers to a software delivery method that provides access to software and its functions remotely as a web-based service.
 - 2. Infrastructure-as-a-service (IaaS): refers to computer infrastructure, such as virtualization, being delivered as a service.
 - 3. Platform-as-a-service (PaaS): refers to a computing platform being delivered as a service.
 - 4. Storage-as-a-service: refers to a storage model where an entity rents or leases storage space.
 - 5. Desktop-as-a-service (DaaS): refers to virtual desktop infrastructure (VDI).
 - 6. Disaster recovery-as-a-service (DRaaS) refers to backup and restore data services.

Services may require additional contractual terms and conditions. Eligible Participants purchasing on-site Support, on-site Training, Professional or IT as a Service shall negotiate the terms and conditions of such purchase with Supplier, including, as applicable, service level agreements and/or statements of work.

7. VALUE-ADDED RESELLER

Refers to Connection's certification to bundle Third-Party Products, Software, and Services; as an authorized or licensed reseller of Original Equipment Manufacturer ("OEM") or publisher's software, hardware, and services. Eligible Organizations may request proof of certification with any Order.

8. THIRD-PARTY

Refers collectively to Third-Party Products, Software, and Services for a) end user computing and peripherals, b) device lifecycle management, and c) associated services made available for sale by Connection to Eligible Organizations under this Master Agreement, including but not limited to: software, pre-implementation design, installation/de-installation, migration, optimization, maintenance, technical support, training, and IT as a Service (services accessible over the internet). Connection is a certified as an authorized Reseller for all Third-Party Products, Software, and Services offered under this Master Agreement and/or provided under an executed Order.

9. ELIGIBLE ORGANIZATIONS

This Master Agreement shall be the framework under which Eligible Organizations can acquire solution offerings consisting as defined in section Products and acquire Services as defined in section Services from Connection. Eligible Organizations shall include:

- A. All not-for-profit private and public institutions and/or systems of higher education (colleges, universities, community colleges, technical institutions, and equivalent institutions);
- B. All K-12 schools and school districts;
- C. All city, county, and other local governments; and
- D. All state governments and their departments.

Eligible Organizations shall also include all not-for-profit private and public institutions and/or systems of higher education; K-12 schools and districts; city, county, and other local governments; and state governments and their departments located within the following other education Compacts in the country; the New England Board of Higher Education (NEBHE), the Southern Regional Education Board (SREB), and the Western Interstate Commission for Higher Education (WICHE).

10. PROCURING ELIGIBLE ORGANIZATION

Refers to an Eligible Organization which desires to purchase under this Master Agreement and has executed an Order.

11. DUE DILIGENCE

Notwithstanding MHEC's role in entering into this Master Agreement and any additional efforts by MHEC, Eligible Organization acknowledges and agrees that:

- A. Eligible Organization is solely responsible for its own due diligence regarding any Master Agreement;
- B. MHEC is not responsible for, and makes no representation or warranty, regarding the appropriateness of any Master Agreement for the Eligible Organization specifically;
- C. MHEC has not made any legally binding representations regarding Suppliers Products, or Services and that MHEC does not guarantee or warrant the Products or Services of Supplier; and
- D. MHEC is not responsible for the actions or omissions of Supplier.

Issues of interpretation and eligibility for participation are solely within the authority of the procurement and statutory rules and regulations applicable to the Eligible Organization. The Eligible Organization is responsible for assuring it has the authority to place Orders under this Master Agreement.

12. QUANTITY GUARANTEE

This Master Agreement is not a purchase order, nor does it guarantee any purchases to be made by any Eligible Organization. MHEC is not obligated to make any affirmative efforts to induce any purchases. The quantity of Products and Services that may be purchased is undetermined. An estimate quantity based on history or other means may be used as a guide but shall not be a representation by MHEC or any Eligible Organization. This Master Agreement is not an exclusive agreement. MHEC and Eligible Organizations may obtain Products and Services from other sources during the term of this Master Agreement.

13. ORDER OF PRECEDENT

Where the terms and conditions of the Master Agreement are in conflict with an Eligible Organization's state and/or institutional laws or regulations, the Eligible Organization and Supplier may enter into an addendum to amend the terms and conditions of this Master Agreement to conform to the Eligible Organization's state and/or institutional laws and regulations. Similarly, the Eligible Organization participating in this Master Agreement may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Master Agreement (i.e., invoice requirements, ordering requirements, specialized delivery, etc.) Any addendum or supplemental agreement is exclusively between the participating Eligible Organization and Supplier. In the event of any conflict among these documents, the following order of precedence shall apply:

- A. Executed Addendum between Eligible Organization and Supplier
- B. The terms and conditions of this Agreement
- C. Exhibits to this Agreement
- D. The list of Products, Software, and Services contained in the Order

14. PURCHASING UNDER MASTER AGREEMENT

- A. **Products:** Procuring Eligible Organization shall purchase from Supplier the Products listed on the List Price under the terms and conditions of this Master Agreement by delivering to Supplier an Order. The Order should include: (i) Procuring Eligible Organization by name and address; (ii) the quantity, and description of the Product that Procuring Eligible Organization desires to purchase or license; (iii) the price of the Product in accordance with this Master Agreement; (iv) the "bill-to" address; (v) the "ship-to" address; (vi) the requested

delivery dates and shipping instructions; (vii) a contact name and telephone number; and (viii) reference to this Master Agreement. Supplier must notify Procuring Eligible Organization if it intends to substitute any item(s) that has been ordered by the Procuring Eligible Organization using this Master Agreement; the Procuring Eligible Organization will then have the option to cancel the order if such substitute item is not acceptable.

- B. **Services:** Procuring Eligible Organization shall purchase from Supplier the Services listed on the List Price under the terms and conditions of this Master Agreement by delivering to Supplier an Order. The Order should include: (i) Procuring Eligible Organization by name and address; (ii) the description of the Service(s); (iii) the price of the Service in accordance with this Master Agreement; (iv) the "bill-to" address; (v) the requested performance dates; (vi) a contact name and telephone number; and (vii) reference to this Master Agreement.
- C. Each Order that is accepted by Supplier will become a part of the Master Agreement as to the Products and/or Services listed on the Order only; no additional terms or conditions will be added to this Master Agreement as a result of the acceptance of the Order, nor will such terms affect any purchase. An Order from an Eligible Organization accepted by Supplier is binding.
- D. Procuring Eligible Organization may request in writing a change or cancellation of an Order that Supplier has previously accepted up until the time Supplier has begun manufacturing the Products or performing the Services.
- E. Supplier will accept a purchasing card for order placement in addition to accepting a purchase order. In addition, nothing in this section precludes any agreements for the use of electronic purchase orders and Supplier will provide electronic commerce assistance to Eligible Organization, if desired, for the electronic submission of purchase orders, purchase order tracking and reporting. The use of any purchasing card or electronic purchase orders may be subject to limitations and/or additional fees set forth by Supplier and agreed to by Procuring Eligible Organization.
- F. **Leasing and Financing:** Eligible Organizations may elect to finance purchases under a separate finance agreement. The Parties recognize that finance agreements are separate and independent agreements between Eligible Organization and the finance entity, with terms and conditions thereof constituting the entire agreement for financing.

15. PAYMENT PROVISIONS

- A. **Acceptance.** A Procuring Eligible Organization shall determine whether all Products and Services delivered meet the Suppliers published specifications. No payment shall be made for any Products or Services until the Procuring Eligible Organization has accepted the Products or Services. Unless otherwise agreed upon between the Procuring Eligible Organization and Supplier, the Eligible Organization shall within thirty (30) calendar days from the date of delivery, issue a written notice of partial acceptance or rejection of the Products or Services; otherwise, the Products or Services shall be deemed accepted.
- B. **Return Policy.** All returns require prior authorization by Connection. Returns must be authorized by Connection within 30 days of the invoice date. Within thirty (30) days of purchase, Connection will replace or repair, at its sole discretion, any product that is deemed defective. After 30 days, the manufacturer's warranty process must be followed. All non-defective returns authorized by Connection are subject to a 15% restocking fee, and must be returned within 30 days from date of invoice. Connection's Return Policy is subject to change. The Return Policy will be accessible at the time of sale on web orders. The most current Returns policy will be posted here: <http://www.govconnection.com/IPA/Content/About/Legal/PCCGOV/TermsConditionsSale.htm>
- C. **Payment of Invoice.** Invoices shall be submitted to the Procuring Eligible Organization. Payments shall be remitted to Supplier at the address shown on the invoice Supplier reserves the right to dictate the payment terms with each Procuring Eligible Organization. But in no event should payment be required in less than thirty (30) days, unless agreed to by Procuring Eligible Organization. In the absence of a good faith dispute and after

the agreed payment terms, unless mutually agreed to, interest shall be paid on the unpaid balance due to Supplier at the rate of one and one-half percent (1 1/2%) per month or the maximum rate allowed by the applicable state laws of Procuring Eligible Organization. The Procuring Eligible Organization shall make a good faith effort to pay within the agreed upon payment terms.

- D. **Dispute Notice.** Procuring Eligible Organization shall make a good faith effort to notify Supplier of any billing discrepancies or disputes about an invoice within fifteen (15) business days after receiving it, specifying with particularity the basis of any such dispute (“Dispute Notice”) or in accordance with the applicable state laws of the Procuring Eligible Organization. Tender of a Dispute Notice does not relieve Procuring Eligible Organization of its obligations to pay the undisputed portion of any invoice subject to a Dispute Notice. Any amounts that were the subject of a Dispute Notice and are subsequently resolved in favor of supplier will be subject to interest charges accruing from the original due date.
- E. **Partial Shipment.** In the event an order is shipped incomplete (partial), the Procuring Eligible Organization must pay for each shipment as invoiced by Supplier unless the Procuring Eligible Organization has clearly specified “No Partial Shipment” on each purchase order.
- F. **Payment of Taxes.** The Prices List under this Master Agreement do not include, and Procuring Eligible Organization shall reimburse Supplier for, any and all taxes and/or duties assessed against or payable by Supplier in connection with the sale of Products and Services except for taxes imposed upon Supplier’s net income. Unless the Procuring Eligible Organization provides a proof of tax exemption, taxes will be additive to the contracted price.

16. SHIPPING

Supplier will ship products F.O.B. destination. Title to products shall pass to Procuring Eligible Organization upon delivery to the Procuring Eligible Organizations destination point. Risk of loss or damage to Products shall pass to Procuring Eligible Organization upon delivery to the Procuring Eligible Organization. Supplier shall bear the risk of loss with respect to returned products except for loss or damage directly attributable to the negligence of the Procuring Eligible Organization. All Products must be shipped fully configured with the required components unless otherwise specified. Eligible Organizations will pay all shipping charges for any Order where such Eligible Organization requests or requires overnight or expedited delivery or that require special shipment/handling (i.e. lift gate and/or inside delivery) or heavy weight packaging. Such charges will be added to the Order and Invoiced as a separate line item.

17. PRODUCT DELIVERY

- A. Unless otherwise agreed to by Procuring Eligible Organization and Supplier, Supplier agrees to make commercially reasonable efforts to deliver Products to Procuring Eligible Organization within thirty (30) business days after receipt of a valid Order. If delivery cannot be made within thirty (30) business days, Supplier will notify Procuring Eligible Organization within five (5) business days following Order placement, with an Order acknowledgement via email to Procuring Eligible Organization, as its exclusive remedy, can cancel the order by written, electronic, or facsimile notification. Suppliers acknowledge that all locations of any particular Eligible Organization may not be within the MHEC region. Supplier shall not be responsible for delivery delays caused by component shortages or default for any reason beyond Supplier’s control including without limitation, Force Majeure Events.
- B. Unless it is a Force Majeure Event, in the event the awarded Supplier materially breaches the Master Agreement, MHEC or a Procuring Eligible Organization will provide the Supplier with written notice of such breach and thirty (30) days from notification date in which to cure the breach. Should the Supplier fail to cure such breach within the stated time period, MHEC or the Procuring Eligible Organization reserves the right to delete Product or Services from the Master Agreement and/or cancel Master Agreement. Failure of MHEC or the Procuring Eligible Organization to exercise its rights of termination for cause or other remedies for default

due to a Supplier's material breach of the Master Agreement shall not constitute a waiver of termination rights or other default remedies in any other instance.

C. Suppliers may choose to deliver Products electronically where practicable.

18. INSTALLATION

When installation is required, unless otherwise negotiated with the Eligible Organization, Supplier must provide the cost of installation as separate line item on their quotation. Installation includes, as applicable, all packing, freight, insurance, set-up, instruction, and operation manual charges. Equipment must be set in place in an area designated by Procuring Eligible Organization personnel. Upon request, Supplier will provide a services quote with a Statement of Work (SOW) to remove any and all debris from the Procuring Eligible Organization site. Upon installation, all operating instructions will be provided either physically or electronically to Procuring Eligible Organization personnel identified on the purchase Order. Unless otherwise stated in the Statement of Work (SOW), Supplier will conduct the manufacturer's standard installation and test procedures to confirm completion.

19. LIST PRICE AND DISCOUNT GUARANTEES

All Procuring Eligible Organizations shall pay the lowest prices for Products and Services contained in the Suppliers Price List which shall be attached to the Master Agreement as Exhibit A – List Price. All Products and Services discounts as set forth in the List Price and Discount Guarantees shall not decrease throughout the term of this Agreement. When Eligible Organizations purchase under this Master Agreement, Supplier shall not sell Products or Services to Eligible Organizations at prices higher than those awarded via this Master Agreement. If available, promotional prices, higher discounts, and volume discounts may be offered under this Master Agreement to Procuring Eligible Organization at the time of purchase. Eligible Organizations may inquire from Supplier if such promotions are available

20. LARGE ORDER NEGOTIATED PRICING

Refers to the prices or additional discounts that may be offered to specific Eligible Organizations under defined additional terms and conditions. Selection and pricing of large order negotiated pricing shall be by mutual agreement of the Eligible Organization and Supplier. Large Order Negotiated Pricing shall apply only to those items that meet the applicable additional terms and conditions negotiated by Supplier and the Eligible Organization.

21. LICENSE

The terms applicable to any Software are in its license agreement, included with the Software media packaging, or presented to Procuring Eligible Organization during the installation or use of the Software. Connection will provide applicable Software licensing terms and conditions for each licensed product. Procuring Eligible Organization will work with the Software License Provider on any Third-Party Software licensing terms needed to be amended to meet statutory requirements. If a separate license agreement exists between Procuring Eligible Organization and the manufacturer or the owner of the Software, that license agreement will control and will apply according to its terms and conditions.

22. WARRANTY

Unless otherwise expressly provided, Products or Services provided by the Supplier shall be warranted for a minimum period of ninety (90) days after Acceptance.

23. THIRD PARTY PRODUCTS, SOFTWARE, AND SERVICES

Connection does not warrant OEM Products and Software or Third-Party services. Any warranty provided on OEM Products and Software, or third-party services is provided by the publisher, original manufacturer, or service

provider and may vary from product to product or service to service. Such warranties shall be provided to the Eligible Organization with the OEM Products and Software or third-party services.

24. TRANSFER OF TITLE

Unless otherwise specified in the Order or addendum, Supplier warrants that Procuring Eligible Organization shall acquire good and clean title to Products and Services being purchased under this Master Agreement, free and clear of all liens and encumbrances.

25. TERMINATION

This Master Agreement may be canceled by either the Supplier or MHEC at any time without cause during its term upon ninety (90) days written notice to the other party. The inability of the Supplier to provide sufficient Products or Services at the expected service level and/or to perform Services on a timely basis may serve as grounds for and Order or contract termination. Poor performance as demonstrated by slow response time, failure to adhere to safety practices and regulations, failure to pursue the work with diligence, poor productivity, inefficient work, and poor workmanship may, without limitation, constitute grounds for immediate termination of an Order under the Master Agreement by Procuring Eligible Organization or of the Master Agreement by MHEC. MHEC also reserves the right to remove from participation in Services associated with this Master Agreement any Supplier's employee and/or subcontractor whose conduct is deemed unsatisfactory by MHEC. Termination of the Master Agreement shall in no way limit the parties' remedies at law and equity.

26. NON-APPROPRIATIONS

This provision applies only to publicly funded Eligible Organizations. Any resultant Order is contingent upon sufficient appropriations being made by the legislature or other appropriate governing entity. Procuring Eligible Organization may terminate its obligations if sufficient appropriations are not made by the governing entity to pay amounts due. In the event of non-appropriations, the Supplier shall be notified in writing of such non-appropriation at the earliest opportunity.

27. INDEMNITY, GENERAL, AND INTELLECTUAL PROPERTY

The Supplier shall indemnify, defend and save harmless MHEC and its respective officers, agents and employees from and against any and all liabilities and losses whatsoever, including without limitation, costs and expenses in connection therewith, on account of, or by reason of, injury to or death of, any person whatsoever, or loss of or damage to any property whatsoever, suffered or sustained in the case of, or in connection with, the performance of the contract, except for that liability and loss arising from the acts or omissions of MHEC.

The Supplier shall indemnify, defend and save harmless Eligible Organization and its respective officers, agents and employees from and against any and all liabilities and losses whatsoever, including without limitation, costs and expenses in connection therewith, on account of, or by reason of, injury to or death of, any person whatsoever, or loss of or damage to any property whatsoever, suffered or sustained in the case of, or in connection with, the performance of the contract, except for that liability and loss arising from the acts or omissions of Eligible Organization.

With respect to anything provided to MHEC or Procuring Eligible Organization by the Supplier pursuant to this Master Agreement, the Supplier shall indemnify and defend MHEC and Eligible Organization and their respective officers, agents and employees against liability, including costs and attorney's fees for infringement of any United States patent, copyright, trade infringement or other intellectual property right arising out of the manufacture, delivery and authorized use of such by Procuring Eligible Organization.

28. LIMITATION OF LIABILITY

Any terms submitted by the Supplier which serve to limit the liability of the Supplier that are not in accordance with the Eligible Organizations state law are rejected and do not become a part of this Master Agreement. Any limitation of liability shall not apply to indemnification obligations under the Master Agreement or to damages resulting from personal injury or tangible property damage.

29. BACKGROUND CHECKS

At the sole discretion of the Eligible Organizations, Supplier may be requested to provide user background checks, depending on the information systems Supplier accesses or types of data Eligible Organization provides. Supplier then must submit the required background check information to Eligible Organization in a timely manner. Supplier will perform background investigations within the scope of the Suppliers current standard policies and practices for any Supplier employees or subcontractors entering upon an Eligible Organization premise, where legally acceptable and culturally permissible.

30. INSURANCE

Supplier, at its own expense, shall maintain appropriate levels of insurance as required by the Procuring Eligible Organization and if requested, certificates of insurance shall be delivered to Procuring Eligible Organization prior to commencement of any work. The insurance company shall be licensed in the applicable state in which work is being conducted or as otherwise required by Procuring Eligible Organization. Suppliers shall give the Procuring Eligible Organization a minimum of thirty (30) days' notice prior to any modifications or cancellation of policies. Unless otherwise agreed to between Eligible Organization and Supplier, Supplier will maintain the following insurance limits while performing any services under this Master Agreement: (a) Workers' Compensation Insurance for Contractor employees, including coverage required under the Eligible Organization's State and Federal Laws; (b) Employer's Liability Insurance with limits of a minimum of: (i) \$1,000,000 for each accident for bodily injury by accident, (ii) \$1,000,000 for bodily injury by disease, and (iii) \$1,000,000 for each employee for bodily injury by disease; (c) General Liability Insurance with limits of: (i) \$1,000,000 per occurrence for bodily injury and property damage, (d) Cyber Insurance: In the event Supplier will host data, or provide for the hosting of data through a third-party entity, Supplier shall secure and maintain Cyber Liability and Security Insurance or equivalent insurance product(s), with minimum liability limits of not less than \$5,000,000 and first party limits of not less than \$1,000,000, that will provide, without cost to the Supplier or Eligible Organization, an immediate response in the event of a data breach, including meeting all notification obligations of Supplier and Eligible Organization and in the event the data breach involves personal information, available free credit monitoring for any affected individual for a minimum period of one year and shall provide copies of certificates of insurance to Eligible Organization if requested.

Procuring Eligible Organization is responsible for managing compliance with the requirements of this section 30. Insurance and/or their institutional requirements, and may require additional coverage consistent with applicable law, regulation, or policy. Supplier shall require all subcontractors performing any work to maintain coverage as specified.

31. CONFIDENTIALITY

As an instrumentality of state government, MHEC is subject to Public Record laws. As such, any provision that requires the terms of the contract, or specific information obtained during the term of the contract, to be kept confidential must be removed or modified to include "to the extent permitted by the law of relevant state." At a minimum, similar modifications may be required for public Eligible Organizations.

32. USE OF FEDERAL CONTRACTS OR GRANTS

Where Federal Contracts or Grants provide funding to Eligible Organizations, it is the responsibility of the Supplier and the Eligible Organization to comply with all Federal Acquisition Regulations (FAR) applicable laws and regulations by completing any certifications and disclosures and any other requirements. When Federal Contract or Grant funds are used by Procuring Eligible Organization for purchases under this Agreement, which exceed \$25,000, certification must be provided in writing that the Supplier is not debarred, suspended, or proposed for debarment by the Federal Government.

33. COMPLIANCE WITH APPLICABLE LAWS

(a) Supplier warrants that both in submission of its proposal and performance of any resultant contract that Supplier shall comply with federal laws, rules and regulations applicable to Subcontractors of government contracts including those relating to equal employment opportunity and affirmative action in the employment of minorities (Executive Order 11246), women (Executive Order 11375), persons with disabilities (29 USC 706 and Executive Order 11758), and certain veterans (38 USC 4212 formerly [2012]) contracting with business concerns with small disadvantaged business concerns (Publication L. 95-507). Contract clauses required by the Government in such circumstances are incorporated into any resulting agreement by reference. (b) Supplier warrants and agrees to abide by all applicable Federal and state laws, regulations and Executive Orders pertaining to equal opportunity. In accordance with such laws, regulations, and executive orders, Supplier agrees that it does not discriminate on the grounds of race, color, religion, national origin, sex, age, veteran status, or handicap. If Supplier is found to be not in compliance with applicable Federal or state requirements during the life of the Master Agreement, Supplier agrees to take appropriate steps to correct these deficiencies. (c) Supplier warrants that both in submission of its proposal and performance of any resultant contract that Supplier will comply with all applicable Federal, state, and local laws, regulations, rules, and/or ordinances.

34. NON-DISCRIMINATION

Supplier agrees to abide by all applicable federal and state laws, regulations, and executive orders pertaining to equal employment opportunity. In accordance with such laws, regulations, and executive orders pertaining to equal employment opportunity, Supplier and all its Subcontractors shall agree that it does not discriminate on the grounds of race, color, religion, national origin, sex, age, disability, genetic information, or veteran status. Supplier shall comply with federal and state laws, rules, and regulations applicable to Subcontractors of government contracts including those relating to equal employment of minorities, women, persons with disabilities, and certain veterans. Contract clauses required by the United States Government in such circumstances are incorporated herein by reference.

35. FERPA AND OTHER PRIVACY LAWS

Where applicable to the scope of Services Supplier is providing, and only to the extent directly applicable to Supplier and its Services, Supplier agrees to comply with the Family Education Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA), the Gramm-Leach Bliley Act (GLBA) and all other applicable state and federal privacy laws to the extent applicable to any product or service provided to Eligible Organizations. To the extent an Eligible Organization discloses any information to Supplier subject to the aforementioned privacy laws, Eligible Organization agrees to advise Supplier of the disclosure of such information; and Eligible Organization represents and warrants to Supplier that it has obtained any required consents to disclose such information. In addition, to the extent that Supplier becomes a Business Associate as defined in HIPAA, both Supplier and Eligible Organization acknowledge that a separate mutually agreeable Business Associate Agreement may be required and will govern according to its terms.

36. ACCESSIBILITY

Supplier agrees to comply with all applicable requirements of the Rehabilitation Act of 1973, as amended, 29 USC 794, including Sections 504 and 508, which prohibits discrimination on the basis of disabilities, and with the Americans with Disabilities Act of 1990 ("ADA"), as amended, 42 USC 12101 et seq., which requires the provision of accessible facilities and services. Goods and services provided by Supplier shall be accessible to individuals with disabilities to the greatest extent practical, but in no event less than the standards set forth by the state in which the Eligible Organization resides and federal accessibility laws. For web-based environments, services and content must conform to the Web Content Accessibility Guidelines ("WCAG") 2.0 AA (available at <http://www.w3.org/WAI/intro/wcag.php>).

37. DATA OWNERSHIP

Eligible Organization's data shall remain the exclusive property of Eligible Organization and Eligible Organization shall retain all rights, including intellectual property rights in and to such data. Supplier will use Eligible Organization's data only for the purpose of fulfilling its duties under the Master Agreement or an Order under the Master Agreement, and for Eligible Organization's sole benefit, and will not share such data with or disclose it to any third party without the prior written consent of Eligible Organization or as otherwise required by law.

38. ARBITRATION

Any arbitration clauses in any Master Agreement, Order or license shall not apply.

39. DEBARMENT AND SUSPENSION

Supplier represents and certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction (contract), by any government department or agency. If the Supplier cannot certify this statement, such Supplier must submit a written explanation. Furthermore, Supplier shall provide notice to MHEC if it becomes debarred or suspended at any point during the duration of Master Agreement.

40. RECORDS AND AUDIT

Supplier shall retain and maintain all records and documents relating to the Master Agreement for six (6) years after final payment under an Order made by the Procuring Eligible Organization, or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of MHEC, Eligible Organization, (including the procurement officer or designee), and appropriate governmental authorities with Eligible Organization's state at all reasonable times.

41. FORCE MAJEURE

Neither Supplier nor MHEC nor Procuring Eligible Organization shall be liable to each other during any period in which its performance is delayed or prevented, in whole or in part, by a circumstance beyond its reasonable control, which circumstances include, but are not limited to, the following: act of God (e.g., flood, earthquake, wind); fire; war; act of a public enemy or terrorist; act of sabotage; epidemic; strike or other labor dispute; riot; piracy or other misadventure of the sea; embargo; inability to secure materials and or transportation; or, a restriction imposed by legislation, an order or a rule or regulation of a governmental entity. If such a circumstance occurs, the party unable to perform shall undertake reasonable action to notify the other parties of the same.

42. EXPORT LAW

Supplier and Eligible Organization acknowledges that any software, technical information, products, or other deliverables provided to Eligible Organization via this Master Agreement may be subject to the U.S. Export Administration Regulations. Supplier and Eligible Organization agrees to comply with all applicable United States

export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.

43. CONFLICT OF INTEREST

Supplier warrants to the best of its knowledge and belief that it presently has no interest direct or indirect, which would give rise to organizational conflicts of interest. Supplier agrees that if an organizational conflict of interest is discovered during the term of this Master Agreement, it will provide disclosure to MHEC that shall include a description of the action Supplier has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist and is not timely resolved by Supplier, MHEC may, at its sole discretion, cancel this Master Agreement.

44. SUBCONTRACTORS

Supplier shall have the right to use Subcontractors to provide the Services described in this Master Agreement. If Supplier elects to use Subcontractors in the performance of custom professional Services under this Master Agreement, upon request, Supplier will provide a list of such Subcontractors in the associated Statement of Work (SOW). Notwithstanding the foregoing, the use of such Subcontractors shall not release Supplier from performing its obligations under this Master Agreement.

Supplier shall be liable for any damage or loss resulting from personal injury or damage to tangible property arising from the acts or omissions of its subcontractor while performing services pursuant to this Master Agreement.

45. ASSIGNMENT

Neither party will assign its rights or delegate its obligations under this Master Agreement, in whole or in part, without the other party's prior written consent, and, absent such consent, any purported assignment or delegation by that party will be null, void and of no effect; provided, however, that either party may upon written notice assign this Master Agreement to another successor company pursuant to a corporate merger or reorganization or the sale or transfer of all or substantially all of its stock or assets. This Master Agreement will be binding upon and inure to the benefit of Supplier and MHEC and their successors and permitted assigns. Nothing in this Section 45 shall preclude Supplier from employing a Subcontractor in carrying out its obligations under this Master Agreement. Supplier use of such Subcontractors will not release Supplier from its obligations under this Master Agreement.

46. MHEC NOT LIABLE FOR ELIGIBLE ORGANIZATION

MHEC is not liable to Supplier for the failure of any Procuring Eligible Organization to make any payment or to otherwise fully perform pursuant to the terms and conditions of an Order and/or the Master Agreement. Supplier, in its sole discretion, may discontinue selling Products or Services to any Eligible Organization who fails to make payments or otherwise fully performs pursuant to the terms and conditions of the Master Agreement. MHEC does not guarantee that any Eligible Organization will utilize or make any purchase under the Master Agreement. An Eligible Organization shall not be responsible for any other Eligible Organization that executes its own Order under the Master Agreement.

47. INDEPENDENT CONTRACTORS

MHEC and Supplier acknowledge and agree that the relationship arising from this Master Agreement does not constitute or create any joint venture, partnership, employment relationship or franchise between them, and the parties are acting as independent contractors in making and performing this Master Agreement. Supplier and its agents and employees are independent contractors and are not employees of MHEC or any Eligible Organization.

Supplier has no authorization, express or implied to bind MHEC or any Eligible Organization to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent of MHEC or any Eligible Organization, except as expressly set forth herein.

48. VENDOR REPRESENTATIVE

Supplier shall assign a senior level representative who shall be the primary MHEC contact for all matters related to all sales and marketing efforts of this Master Agreement.

49. NOTIFICATION

Between the parties: Whenever under the terms of this Master Agreement any notice is required or permitted to be given by one party to the other, such notice shall be given in writing and shall be deemed to have been sufficiently given for all purposes hereof if given by facsimile, email, or mail, postage prepaid, to the parties at the addresses set forth below, or at such other address as the parties may direct in writing from time to time:

To MHEC:	To Supplier:
105 Fifth Avenue South	732 Milford Rd
Suite 450	
Minneapolis, Minnesota 55401	Merrimack, NH 03054
Attn: Nathan Sorensen, Director of government contracts Email: nathans@mhec.org	Attn: Samantha Jarok, Associate Contract Specialist
Fax: 612-767-3353	Fax: 603-683-2482

Changes in the above information will be given to the other party in a timely fashion.

Between Eligible Organization: Notices shall be sent to Eligible Organization's business address. The term "business address" shall mean the "Bill to" address set forth in an invoice to Eligible Organization.

50. MARKETING

Successful Supplier must assist MHEC in the development and implementation of appropriate marketing strategies including seminars, printed material, and a full service, online MHEC-specific website to receive information on products, supplies, services, and prices, and to place orders. Mutual review and evaluation of the marketing plans will be done, at a minimum, during annual reviews. The Supplier should exhibit the willingness to develop marketing materials and participate in opportunities that are available.

51. ANNOUNCEMENTS AND PUBLICITY

No Supplier providing services to MHEC, or to the Eligible Organizations, shall appropriate or make use of the name or other identifying marks or property in its advertising or marketing without the prior written consent of MHEC or Eligible Organization.

52. OVERSIGHT COMMITTEE

An oversight committee comprised of representatives of Eligible Organizations shall be appointed by MHEC to assist and support MHEC and Supplier in developing and refining the implementation of a Master Agreement in the Compact member states. This shall include, but not be limited to, assistance with marketing strategies, representing the interests of Eligible Organizations in assuring quality and timely products and services; and to advise the successful Supplier on the effectiveness of its implementation progression. There will be an annual meeting between successful Supplier and MHEC (and perhaps members of the oversight committee) to perform

a business review. In addition, Supplier must attend on-site meetings on an ad hoc basis if requested by the contract manager to address contract performance issues.

53. CONTRACT ADMINISTRATION FEE (CAF)

MHEC has incurred, and will continue to incur, costs and expenses in the development, implementation, administration, and marketing of this program. A Contract Administration Fee (CAF) one-half percent (0.5%) on all Apple products, Chromo products, Software Licensing, and Cloud Services. All other Products and Services are subject to one-and-one half percent (1.5%). No CAF will be assessed for Products or Services sold using a credit card or purchasing card and Product or Service sold at cost-plus- 3-percent. The Supplier will be responsible for submitting the CAF with the Quarterly Report. The Quarterly CAF will be based on the total accumulative net-sales for the reporting period. Payment of the CAF is payable to the Midwestern Higher Education Compact. The CAF will be payable as detailed in Exhibit B of this Agreement.

54. QUARTERLY REPORT

Supplier must submit business activity reports each quarter. The Quarterly Report must include, at the minimum, the following information:

- Quarter number and year
- MHEC contract number
- Vendor name
- Name, phone number and email address of person who may be contacted for questions about the report
- Customer Name
- Customer Type (Higher Education, K-12, state agencies, cities, counties, local subdivisions)
- Address
- City
- State
- Zip Code
- Purchase Order Number
- Product Description
- Date Shipped or Delivered to End User
- Quantity
- List Price
- Sale Price
- Administration Fee
- % Discount
- \$ Savings
- Reseller (if applicable)

Quarterly Reports and Contract Administration Fees shall be submitted by end of the preceding month after the end of March, June, September, and December of each calendar year.

Calendar Quarter 1	(January 1 March 31)	Due April 30
Calendar Quarter 2	(April 1 to June 30)	Due July 31
Calendar Quarter 3	(July 1 to September 30)	Due October 31
Calendar Quarter 4	(October 1 to December 31)	Due January 31

55. ENFORCEMENT OF AGREEMENT

A party's failure to require strict performance of any provision of this Master Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver under this Master Agreement will be valid or binding unless set forth in writing and duly executed by the party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the party granting such waiver in any other respect or at any other time. Any delay or forbearance by either party in exercising any right hereunder will not be deemed a waiver of that right.

56. SEVERABILITY

If any provision of this Master Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Master Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance, or jurisdiction, or of rendering any other provisions of this Master Agreement invalid or unenforceable whatsoever.

57. GOVERNING LAW

As between MHEC and Supplier, this Master Agreement shall be construed in accordance with, and its performance governed by, the laws of the State of Minnesota; and venue for all legal proceedings arising out of this Master Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the State of Minnesota.

As between Eligible Organization and Supplier, this Agreement or any Order placed under this Master Agreement shall be construed in accordance with, and its performance governed by, the laws of the state in which Eligible Organization resides. Venue for all legal proceedings arising out of this Agreement or any Order placed under this Master Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the state in which the Eligible Organization resides.

As between Eligible Organization, MHEC, and Supplier, this Agreement or any Order placed under this Master Agreement shall be construed in accordance with, and its performance governed by, the laws of the state in which Eligible Organization resides. Venue for all legal proceedings arising out of this Agreement or any Order placed under this Master Agreement, or breach thereof, shall be in a state or federal court with competent jurisdiction located in the state in which the Eligible Organization resides.

58. SOVEREIGN IMMUNITY

Notwithstanding anything to the contrary in this Master Agreement or Order under this Master Agreement, this Master Agreement shall not be construed to deprive an Eligible Organization of its applicable sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions, or limitations of liability applying to this Master Agreement or afforded by Eligible Organizations' state laws applicable to Eligible Organization.

59. SURVIVAL

Certain paragraphs of this Master Agreement including but not limited to indemnification; and limitation of liability shall survive the expiration of this Master Agreement. Software license, warranty and service agreements, and non-disclosure agreements that were entered into under terms and conditions of this Master Agreement shall survive this Master Agreement.

60. AMENDMENTS

Except as provided in Section 13 Order of Precedent; this Master Agreement shall only be amended by written instrument executed by the parties.

61. SCOPE OF AGREEMENT

This Master Agreement incorporates all of the agreements of the parties concerning the subject matter of this Master Agreement, and all prior agreements have been merged into this Master Agreement. No prior agreements, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Master Agreement.

62. INVAILED TERM OR CONDITION

If any term or condition of this Master Agreement shall be held invalid or unenforceable, the remainder of this Master Agreement shall not be affected and shall be valid and enforceable.

63. MISCELLANEOUS

All Parties to this Master Agreement may retain a reproduction (e.g., electronic image, photocopy, facsimile) of this Master Agreement that shall be considered an original and shall be admissible in any action to enforce this Master Agreement. Connection may accept this Master Agreement either by its authorized signature or a signed Order. Except as provided for in this Master Agreement, all changes to this Master Agreement must be made in writing signed by both Parties; accordingly, any additional terms on the Procuring Eligible Organization’s ordering documents shall be of no force or effect.

The Parties, by their representatives signing below, agree with the terms of this Master Agreement and further certify that their respective signatories are duly authorized to execute this Agreement.

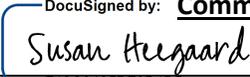
	<u>Midwestern Higher Education</u>	<u>Connection Public Sector Solutions</u>
	DocuSigned by: Commission	DocuSigned by:
Signature:	 <small>F12C8485BF0B4B5...</small>	 <small>F440AE5EDC2D4A6...</small>
Name:	Susan Heegaard	Bob Marconi
Title:	President	Vice President of SLED Sales
Address:	105 Fifth Avenue South Suite 450	732 Milford Road
	Minneapolis, Minnesota, 554401	Merrimack, NH 03054
Date:	January 4, 2023 12:52 PM PST	January 3, 2023 5:32 PM EST

Exhibit A

List Price – Web List Minus Market Group

Web List Minus by Market Group

Market Group	Full Catalog LM
Systems Accessories	5.50%
Digital Imaging & Sound	5.50%
Software-Bus/Home/Office	5.50%
Desktops	4.50%
Client Networking	6.50%
Enterprise Networking	6.50%
Home & Leisure Software	5.50%
Internet-Graphics/Publishing	5.50%
Memory	8.00%
Monitors & Projectors	5.50%
Power Management	8.00%
Portable Computing - Accessories	6.50%
Printers - Ink Jet	5.50%
Drives, Storage & Media	5.50%
Notebooks	5.00%
PDA's	5.50%
Consumer Electronics	6.50%
Warranty Services	7.00%
Enterprise Storage	6.50%
Network Software	5.75%
Accessories - Printer Supplies	6.00%
Printers-Multifunction	6.00%
Servers	6.75%
Video	5.50%
Workstations	5.00%
Point of Sale Equipment	5.50%
Mobile Electronics	6.50%
Systems Enhancements	6.50%
Printers - Laser	6.25%
Monitors & Projectors Accessories	6.50%
Cables	10.50%
Storage Media & Accessories	6.50%
Professional Services ***	5.50%
Configuration Services ***	5.50%
Repair Services ***	5.50%
Cloud Services ***	5.50%
Software Support	5.50%

*** SKUD Services only. Customized Services will be provided on a case-by-case basis via SOW

If a percentage discount causes the sell price to be below Connection's Standard Cost, the sell price shall be adjusted and honored at Connection's Standard cost. Connection will not be required to sell below Connection's Standard cost due to percent discount from list. In addition, there shall be no Contract Fees/CAFs paid to MHEC on purchases made at Connection's Standard cost.

Exhibit B
CONTRACT ADMINISTRATION FEE

The Contract Administration Fee (CAF) will be payable as follows:

Contract Administration Fee Percentage on Net Purchases	1.5%
Contract Administration Fee Percentage on Net Purchases for Apple, Chromebooks, Software, Cloud Services	0.5%

The CAF will be based on Net Purchases. Connection will generate a report of all Eligible Organization's Net Purchases shipped under this Agreement within thirty (30) days after the end of each quarter. The report will list all Contract Purchases made during the quarter and will track the Quarterly Accumulative Net Purchases. The Fee will be calculated on the orders listed on the report and paid based on the Accumulative Net Purchases for that quarter. Accumulative Net Purchases shall mean all purchases made by all Eligible Purchasers under this Agreement less any credits and returns.

The annual period will start from the effective date of this Agreement and reset back to \$0 on every subsequent January 1.

For the purpose of this Fee the end of a quarter shall be the end of the last day of Connection's fiscal quarter. Connection fiscal year begins on January 1st. Prior to issuance of the initial CAF to MHEC due under the Agreement, MHEC agrees to execute and return to Connection a W-9, Request for Taxpayer Identification and Certification.

PLEASE NOTE: The Fee will not be paid unless it is \$20 or higher. If the Fee is less than \$20, it will be held over to the next quarter and added to that quarter's Fee for payment at that time.

Purchases made by credit card or purchasing card are excluded from Rebate Fees. Purchases that are below Connection's cost-plus 3-percent are also excluded from Rebate Fees.

Reports and remittance of the Rebate Fees will be submitted to MHEC at the following address:

Name:	Reporting
Attention:	Nathan Sorensen
Address:	105 Fifth Avenue South
Address:	Suite 450
City, ST, Zip:	Minneapolis, MN 55401
Telephone:	612-677-2767
Fax:	612-767-3353
E-Mail:	reporting@mhec.org ; nathans@mhec.org

Exhibit C: Product Selection



Connection Vendor
Products Selection.p