

STATE TERM SCHEDULE NO. 2

THIS STATE TERM SCHEDULE NO. 2 (the "Contract") is between the State of Ohio ("State"), through its Department of Administrative Services, Office of Information Technology, at 30 East Broad Street, 40th Floor, Columbus, Ohio 43215 and Lenovo (United States), Inc. ("Contractor"), with offices at 1009 Think Place, Morrisville, NC 27560.

BACKGROUND

This Contract arises from the parties desire to establish a facility through which the State may place orders with Contractor for products pursuant to the State's enterprise buy at prices that are more competitive than the prices offered under that certain existing State Term Schedule between the parties, Number 534411 (the "State Term Schedule"). Those products at their more competitive prices will be covered under this Contract once it is signed by both the Contractor and the State.

TERMS AND CONDITIONS

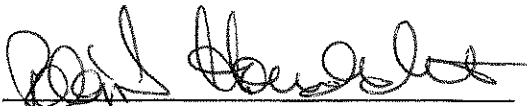
TERM. This Contract is effective on the date the State's duly authorized representative executes it, as evidenced by the date appearing with the representative's signature below. Unless this Contract is terminated, it will remain in effect until June 30, 2015.

INCORPORATED DOCUMENTS. The parties agree that the terms and conditions of the State Term Schedule are hereby incorporated by reference and made a part hereof as if fully set forth herein. Exhibit I attached hereto is a pricelist containing the products and prices offered under this Contract. The pricing is based on and shall be concurrent with the pricing submitted and established in the Contractor's response to that certain WSCA/NASPO PC Contracts 2009-2014 Computer Equipment, Peripherals, and Related Services Master Price Agreement Number B27168 ("Agreement B27168 Exhibit I may contain additional concessions from the Contractor's quotation, such as extended warranties or included options. If the State Term Schedule expires or is terminated for any reason, the terms and conditions under this Contract will survive..

PRIORITY. The parties acknowledge that this Contract may include terms that are inconsistent with the State Term Schedule. To the extent of any conflict between this Contract, the State Term Schedule, and Agreement B27168, this Contract, including any attachment, exhibits or schedules hereto, the State Term Schedule, Agreement B27168 shall take precedence in the order listed here. All terms shall have the meaning set forth in the State Term Schedule unless specified otherwise herein.**DISTRIBUTORS.** Upon request, the Contractor is responsible for completing an authorization form for and obtaining an acceptance form from each distributor it seeks to authorize under this Contract. Those forms must be in the State's standard format as mutually agreed and attached as Exhibit 2, and they must reference the STS number the State assigns to this Contract. The parties agree that for the purposes of this Contract the reporting requirements contained in Agreement B27168 ("Reports") are incorporated herein by reference and made a part hereof as if fully set forth herein. The Reports relating to the purchase of the standard configuration products contained in Agreement B27168 will be the responsibility of the Distributors and not Contractor.


TO SHOW THEIR AGREEMENT, the parties have executed this Contract on the date(s) identified below, and this Contract will be effective as of the date it is signed on behalf of the State.

LENOVO (UNITED STATES) INC.

By: 
Robin Howdershelt
Inside Sales Manager, Public Sector

Date: July 23, 2014

**STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES**

By: 
Robert Blair, Director
Department of Administrative Services

Date: July 30, 2014

Product Name	Manufacturer	Manufacturer Part No	Description	Unit of Measure	State Price
Standard Business Class SFF Spindle - Tiny	Lenovo	10AAS0EU00	Lenovo M93p Tiny	EA	568.00
Standard Business Class SFF Spindle	Lenovo	10A8S18P00	Lenovo M93p SFF	EA	610.00
Standard Business Class CMT Spindle	Lenovo	10A6S05000	Lenovo M93p Mini Tower	EA	610.00
Specialty Business Class SFF Spindle	Lenovo	10A8S09T00	Lenovo M93p SFF	EA	789.00
Specialty Business Class CMT Spindle	Lenovo	10A6S05200	Lenovo M93p Mini Tower	EA	789.00
22" LT2223P - Monitor	Lenovo	60A1MAR2US	22" LT2223P - Monitor	EA	155.00
24" LT2323P - Monitor	Lenovo	3024HC1	24" LT2323P - Monitor	EA	180.00
Ultrabook - T440s	Lenovo	20ARS1VY00	Lenovo T440s - When ordering include PN's 5WS0A23136 (4y NextBusDay Onsite) and 55Y9946 (Computrace Complete)	EA	1,112.00
Ultrabook - X1 Carbon	Lenovo	20A8S0J000	Lenovo X1 Carbon - When ordering include PN's 5WS0E97215 (4y NextBusDay Onsite) and 55Y9946 (Computrace Complete)	EA	1,364.00
Ultrabook - Yoga	Lenovo	20C0S0M100	Lenovo Yoga - When ordering include PN's 5WS0E97215 (4y NextBusDay Onsite) and 55Y9946 (Computrace Complete)	EA	1,173.00
Standard Mobile Notebook 14.1" vPro (T440p)	Lenovo	20AWS1UT00	Lenovo T440p - When ordering include PN's 5WS0A23136 4y (NextBusDay Onsite) and 55Y9946 (Computrace Complete)	EA	1,003.00
Standard Mobile Notebook 15.6" vPro (T540p)	Lenovo	20BFS1JU00	Lenovo T540p - When ordering include PN's 5WS0A23136 4y (NextBusDay Onsite) and 55Y9946 (Computrace Complete)	EA	1,042.00
4y NextBusDay Onsite (T440s, T440p, T540p)	Lenovo	5WS0A23136	Include with laptops for 4th year warranty	EA	58.00
4y NextBusDay Onsite (X1 Carbon and Yoga)	Lenovo	5WS0E97215	Include with laptops for 4th year warranty	EA	73.00