



**AMENDMENT NUMBER 4
TO MASTER AGREEMENT CNR01439
BETWEEN
EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC.
AND
CDW GOVERNMENT LLC**

This **AMENDMENT NUMBER FOUR** ("Amendment") is made between **Educational & Institutional Cooperative Services, Inc.**, 2 Jericho Plaza, Suite 309, Jericho, New York 11753 ("E&I") and **CDW Government LLC, 230 N. Milwaukee Avenue, Vernon Hills, IL 60061** ("Supplier").

WHEREAS, E&I and Supplier are parties to an Agreement for Computer Equipment and Related Hardware, Software, Services and Support, dated August 1, 2017 ("Agreement"); and

WHEREAS, the Parties wish to amend said Agreement under the following terms and conditions; and

NOW THEREFORE, the Parties do hereby mutually agree as follows:

1. E&I and Supplier agree to exercise the five- (5) year renewal option as noted in Section II, Term of Agreement. The new expiration date is July 31, 2027.
2. Section 40, Termination for Convenience, as shown below is hereby deleted in its entirety:

40. Termination for Convenience

E&I may terminate this Agreement for any reason (convenience) upon three hundred sixty-five (365) calendar days prior written notice to the Supplier.

3. Section 45, Open Records, is hereby deleted in its entirety and replaced with the following language:

45. Open Records

Information, documentation, and other materials submitted by Supplier in response to the solicitation, the terms of this Agreement or documents resulting thereof may be subject to public disclosure under the applicable freedom of information statutes or regulations applicable to E&I or its Members. In the event E&I receives a request for such disclosure, Supplier shall be promptly notified within five (5) calendar days of receipt of the disclosure request and shall be allowed to respond accordingly within five (5) calendar days, including to identify information Supplier contends is exempt from disclosure under applicable freedom of information statutes or regulations.

In the event Member receives a request for such disclosure, Supplier shall be promptly notified and shall be allowed to respond accordingly, including to identify information Supplier contends is exempt from disclosure under applicable freedom of information statutes or regulations.

3. Except as provided in this Amendment, all other terms and conditions of the Agreement, as amended, remain unchanged and in full force and effect. This Amendment becomes binding when signed by both parties.
4. Each Party agrees that the electronic signatures whether digital or encrypted, of the Parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. Delivery of a copy of this Amendment or any other document contemplated hereby bearing an original or electronic signature by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

SIGNATURE PAGE TO FOLLOW



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**BETWEEN
EDUCATIONAL & INSTITUTIONAL COOPERATIVE SERVICES, INC.
AND
CDW GOVERNMENT LLC**

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of **May 31, 2019.**

CDW GOVERNMENT LLC

E&I COOPERATIVE SERVICES, INC.

By: 

By: 
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Name: ROBERT F. KIRBY

Name: Gary D. Link, C.P.M.

Title: PRESIDENT, CDW-GOVERNMENT

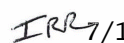
Title: Chief Business Development Officer

Date: 7/5/2019

Date: 7/11/2019 | 6:44 PM EDT

Address (for Notices):
CDW Government LLC
230 N. Milwaukee Avenue
Vernon Hills, IL 60061
Federal Tax ID: 36-4230110

Address (for Notices):
Educational & Institutional Cooperative Services, Inc.
2 Jericho Plaza, Suite 309
Jericho, NY 11753-1671
Federal Tax ID: 11-169459

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