

Master Agreement

Master Agreement Number CNR01341

August 1, 2013

B&H Photo Video Pro Audio, Inc.

Photographic Equipment, Supplies and Services

This Master Agreement (the "Agreement") is effective as of August 1, 2013 by and between B&H Photo Video Pro Audio, Inc., a corporation with offices located at 420 9th Avenue, New York, NY 10001 (hereinafter referenced as the "Supplier"), and Educational and Institutional Cooperative Service, Inc. a New York not for Profit Corporation with offices located at 2 Jericho Plaza, Suite 309, Jericho, NY 11753 (hereinafter referenced as "E&I").

This agreement has been established based on the RFP# 683204 for Photographic Equipment, Supplies and Services. All terms, conditions and priority order of all addenda, clarifications, BAFO, negotiations and supplier response are part of this Master Agreement.

I. Scope

This National agreement shall apply to participating E&I Member Institutions (as listed in the Official Member List, as updated from time-to-time and to be provided to the Supplier), their divisions, subsidiaries and affiliates. In addition, if E&I or any of its affiliates elect to participate in the Agreement, they shall be considered Member Institutions.

Supplier and E&I have agreed to establish a strategic partnership aimed at enhancing the Supplier's sales penetration in Education and the E&I Membership, enhancing E&I's position as the premier cooperative contracting service for Education.

This Agreement does not constitute a purchase order or a commitment to purchase products and/or services by E&I or its Member Institutions. Any purchases made under this Agreement shall be made by the individual participating Member Institutions and any resulting contract shall be between the Member Institutions and the Supplier.

II. Term of Agreement

The Agreement term will be for five (5) years, effective August 1, 2013 through July 31, 2018, with the option of one (1) five- (5) year renewal. At any time prior to the end of the initial five (5) year term, and for each successive term, the program will be evaluated in overall context and performance and may require improved pricing or additional benefits based on total volume achieved. Exercise of any renewal option will require formal written notification to E&I from Supplier at least one (1) year prior to Agreement expiration. Supplier must then return formal written acknowledgement of the renewal option within 30 days of receipt of formal written notification.

III. Pricing

The pricing for Supplier's catalog of goods and services as listed on Attachment A shall be applicable to all purchases made under this Agreement and shall remain firm for the life of the Agreement unless improved to the benefit of the Membership. Supplier is authorized to offer Members (on a case by case basis) enhanced pricing and/or Member-specific agreements at any time and both shall be considered part of the E&I Agreement.

IV. Report of Sales

The Supplier will be required to file a monthly report of sales (pursuant to attachment A) (in U.S. Dollars) to E&I by Member institution (the "Report of Sales"). The Report of Sales shall include, but not be limited to, date of sale, member name, city, state, amount of sale and Contract Administrative Fee to be paid to E&I. The report from the Supplier shall include all sales for which the Supplier Invoice has been created for the Member. Some Member sales activity may fall in the month following the actual sale due to this method of invoicing. The Report of Sales is due no later than thirty (30) calendar days following the end of the month. Failure to report monthly sales may be grounds for termination of contract. All reports shall be sent to E&I in Microsoft Excel format by the due date to the following email address vrf@eandi.org.

V. Contract Administrative Fee (CAF)

The Supplier will provide to E&I a Contract Administrative Fee (CAF) of 1% of total invoice price for all orders placed by E&I Members. The CAF shall be calculated monthly and include all orders shipped during the



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prior month. The CAF should be transmitted via EFT to E&I on a monthly basis no later than thirty (30) calendar days following the end of the month. Failure to submit the CAF and supporting Report of Sales as specified shall incur an interest charge of 1 1/2% per month until amount is paid in full.

VI. Agreement Audit

E&I may, at any time during the Term of the Agreement and for a period of three (3) years after the receipt of the last Report of Sales and payment of CAF covering the period through the date of termination, audit the Supplier's records pertaining to its compliance with the terms of this Agreement. An audit may be scheduled or announced by providing the Supplier a minimum of five (5) business days advance written notice. Every effort will be made to arrange a mutually convenient time for the audit but in no event shall an audit be delayed more than twenty (20) business days from the date of notice, unless agreed to by E&I in its sole discretion. The audit will be conducted by E&I and/or its designee. Supplier will provide E&I with access to records, sufficient workspace and staff support to facilitate an audit. Our audit may include, but is not limited to, product compliance, Member pricing, order processing, order fulfillment, delivery terms and conditions, invoicing, rebate calculations where applicable, accuracy and timeliness of submitted Reports of Sales and the related CAF and any other reports or payments required under the terms of this Agreement. Any deficiencies or errors shall be corrected within ten (10) business days of E&I notification to the Supplier. If the discrepancy is greater than 5% from amounts reported, the cost of the audit shall be paid by the Supplier.

VII. Terms and Conditions

Unless otherwise superseded by the terms and conditions of the contracting Member Institution, the terms and conditions contained in the RFP, and the negotiated changes as identified (Attachment B) shall apply to all purchases made under this Agreement. Any terms and conditions of any Supplier invoice or acknowledgment form which are inconsistent with the terms and conditions of this Agreement shall have no effect. See Attachment C for E&I's General Terms and Conditions.

VIII. Member List

The Official list of E&I Member institutions will be sent to the Supplier via an electronic file from E&I Member Relations once this Agreement is signed.

IX. Signatures

In witness whereof, the parties have executed this Agreement and do hereby warrant and represent that their respective signatories whose signatures appear below have been and are on the date of this Agreement duly authorized to execute this Agreement.

B&H Photo Video Pro Audio, Inc.

Supplier


Signature

Manny Steigman

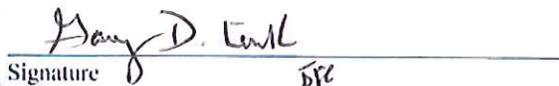
Printed Name

VP, Marketing and Organizational Sales

Title

Date

E&I Cooperative Service, Inc


Signature *bsc*

Gary D. Link, C.P.M.

Printed Name

Sr. VP, Contracts & Enterprise Solutions Group

Title

Date

8/1/13

Attachment A

Pricing

- Prices are based on a cost + markup structure based upon B&H's cost (dealer book net price set by the manufacturer or distributor).
- Pricing terms shall be cost plus **8.5%**.
- Members placing orders via eProcurement shall be at cost plus **8%**.

Exception : Due to processing, handling and packing costs certain items may be priced "in lieu of cost + markup" as follows:

Discount up to 25% off B&H's retail sales price. (The price will not be less than "locked pricing" set by manufacturer or distributor and discounts will be adjusted accordingly).

Pricing terms do not apply to used equipment, B&H gift cards, or B&H kits.

Order Placement

Pricing terms apply only to orders made through B&H Organizational Sales channels:

- Dedicated E&I Phone Line
- Dedicated E&I E-mail Address
- Dedicated Punchout Setup
- E&I General Checkout Portal
- Customer Request

Relevant Terms

Freight Terms – FOB Destination, Full Freight Allowed (in the Continental U.S., including Alaska and Hawaii) for orders that: (a) can be shipped ground (i.e. not oversized items); and (b) weigh less than 70 lbs. Member will pay shipping costs in all other instances. Except where shipped via B&H's shipping accounts, any shipping related claims shall be resolved solely between Member and carrier.

Payment Terms – Net 30 days from invoice date.

Returns – Members may return products, in brand new condition, for any reason within 30 days of purchase date. Items may be exchanged or returned for a full refund, which will be issued in the same way the product was originally purchased. Refer to B&H's Return Policy at www.BandH.com for additional details.

Warranty – Merchandise sold under this Agreement is only covered by the manufacturer's warranty, if any. B&H disclaims all warranties, including without limitation that of merchantability or fitness for a particular purpose.

Attachment B

Negotiated changes to RFP 683204 Part 6 Special Conditions

6.7 Supplier Commitment

Supplier's proposal shall reflect their commitment in achieving E&I's primary goals and objectives as outlined in Part 1, Section 1.2. To meet E&I's goals and objectives, Suppliers are required to make the following commitments to ensure the overall success of the resulting Agreement(s):

6.7.1 Supplier Corporate Commitment

The Supplier will commit that it's awarded Agreement with E&I:

- Shall be the Supplier's primary (go to market) offering for Higher Education
- Has the support of the Supplier's senior management
- Shall be promoted to existing Higher Education clients

6.7.2 Supplier Pricing and Product Commitment

The Supplier will commit that the awarded Agreement:

- Shall be the lowest overall available pricing (net to buyer) to Education
- Shall provide products and services that meet or exceed the member requirements

6.10 New and Discontinued Products

Supplier's website will be updated to reflect any new or discontinued products. Unless noted otherwise the discount and pricing established for new products will be equal to the pricing structure proposed. If the Supplier offers a different discount structure for new products then a separate category of "New Products" pricing should be added to the proposed discount structure on appropriate attachment. In such a case, the Supplier should clearly indicate the number of months products are considered as "new products."

6.13 Education Pricing/Pricing Parity

The Education pricing, terms and conditions established under this Agreement are to be equal to or better than those offered to other comparable institutions, and/or consortiums serving public and private higher education and healthcare. If, during the term of this Agreement, Supplier offers more favorable terms, conditions or prices to Members, other comparable institutions, and/or consortiums, Supplier agrees to notify E&I in writing. E&I must be notified of any proposed changes thirty (30) days prior to their implementation.

6.22 Expropriation

Suppliers should indicate if, by any existing agreement with any party, its operations, delivery vehicles and or personnel can be in any way expropriated or annexed. If such an agreement exists, supplier should indicate when this agreement or those terms will expire.

6.32 Returns - Defective and Non-Conforming Goods or Services

Member may return products to B&H consistent with B&H's Return Policy available at <http://www.bhphotovideo.com/find/HelpCenter/ReturnExchange.jsp>. Merchandise sold under this Agreement is only covered by the manufacturer's warranty, if any. B&H disclaims all warranties, including without limitation that of merchantability or fitness for a particular purpose.

6.34 Certification of Independent Pricing

Supplier certifies, and in the case of a joint offer, each Supplier hereto will certify as to its own organization, that: (1) it has not either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive pricing in connection with

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the proposal; (2) the prices in the proposal have been arrived at independently without consultation or communication, or agreement, as to any matter relating to such prices with any other Supplier or with any competitor; (3) unless otherwise required by law, the prices quoted in the offer have not been knowingly disclosed by the Supplier and will not be knowingly disclosed by it directly or indirectly to any other Supplier or to any competitor; and (4) no attempt has been made or will be made by Supplier to restrict competition unfavorably.

Attachment C

E&I General Terms and Conditions

1. Interpretation, Enforcement and Forum of Laws

For disputes between the Member and Supplier, this Agreement shall be governed by, construed, interpreted, and enforced solely in accordance with the laws of the state in which the Member resides and the venue of any action shall lie in such state.

For disputes between E&I and Supplier, this Agreement shall be governed by, construed, interpreted, and enforced solely in accordance with the laws and within the Courts of the State of New York.

2. Compliance with Law

Supplier warrants and certifies that in the performance of this Agreement, it has complied with or will comply with all applicable statutes, rules, regulations and orders of the United States, and any state or political subdivision thereof, including but not limited to, laws and regulations pertaining to labor, wages, hours and other conditions of employment.

3. Funding Provided by Federal Contracts or Grants

Where Federal Contracts or Grants provide funding to Members, it is the responsibility of the Supplier and the Member to comply with all FAR (Federal Acquisition Regulations) applicable laws and regulations by completing any certifications and disclosures and any other requirements. When Federal Contract or Grant funds are used on participating Member 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.

4. Insolvency

In the event of any proceedings in bankruptcy or insolvency by or against Supplier, or in the event of the appointment (with or without its consent) of an assignee for the benefit of creditors, or a receiver, E&I may cancel this Agreement without prior notice and without incurring any liability whatsoever to Supplier.

5. Assignments

Supplier shall not assign this agreement or any of Supplier's rights or obligations hereunder, without E&I's prior written consent. Any purported assignment made without E&I's prior written consent shall be void and of no effect.

6. Resale

If E&I, and/or Member purchase any goods for resale, the customer shall have the benefit of every right, warranty, and interest enjoyed by E&I and/or Member.

7. Patent Trademark and Copyright Infringement

The Supplier warrants that the products/services hereby sold, either alone or in combination with other materials, do not infringe upon or violate any patent, copyright, trademark, trade secret, application or any other proprietary right of any third party existing under laws of the United States or any foreign country. The Supplier agrees, at it's own expense, to defend any and all actions or suits alleging such infringements and will hold E&I, its officers, agents, servants, employees and Members harmless from any and all losses, expenses, claims, (including reasonable attorney's fees), or judgments arising out of cases of such infringement.

8. Use of Name, Logos, etc. in Advertising

Supplier agrees not to make reference to this Agreement or use the logo of E&I or any of its Members in any advertising material of any kind without the expressed written permission of the party involved. E&I agrees not to make reference to this Agreement or use the logo of Supplier in any advertising and marketing materials of any kind without the expressed written permission of the Supplier.

9. Transactions between Supplier and E&I Member

The purchase of products and/or services by a Member from Supplier is a transaction solely between Member and Supplier. It is understood and agreed that if any litigation arises between Supplier and any E&I Member, Supplier shall not make E&I a party to that litigation. A violation of this provision shall be deemed a material breach of this Agreement warranting termination by E&I, and Supplier agrees to indemnify E&I against and hold it harmless from all costs associated with such litigation, including reasonable attorney's fees.

10. Indemnification of E&I and Member

Supplier agrees to indemnify and hold harmless E&I and its Members from and against all liability, losses, damages, claims, liens, and expenses (including reasonable legal fees) arising out of or connected with the products purchased, work or services performed, or resulting from damages or injuries incurred by or to the Member by reason of any defect in manufacture, construction, inspection, delivery, material, workmanship, and/or design of any goods and services furnished hereunder, excepting only such liability as may result solely from the acts of negligence of the Member, E&I or its employees. Supplier, at the request of the Member and E&I shall undertake to defend any and all suits and to investigate and defend any and all claims whether justified or not, if such claim or suit is commenced against Member or E&I, or their respective officers, agents, servants, and employees.

11. Insurance

If fabrication, construction, installation, service or other work is specified to be conducted on Member's premises, Supplier shall maintain in force during the period of such work the following coverage's: (a) worker's compensation, as required by the laws of the State of Member; (b) commercial general liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence; (c) automobile liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence. Supplier shall provide a certificate of insurance naming E&I and Member as additional insured. Supplier shall furnish to E&I satisfactory proof of such insurance coverage included with Supplier's proposal.

Individual Members may require coverage in addition to the above limits. If the need for additional coverage develops, it will be the responsibility of the Member to arrange for such coverage with the Supplier. Supplier shall furnish to Member satisfactory proof of such insurance coverage prior to commencement of the work.

12. Licenses/Permits/Taxes and Tax Exempt Status

Supplier shall be responsible for obtaining all permits, licenses and bonding, to comply with the rules and regulations of any state, federal, municipal or county laws or any city government, bureau or department applicable and assume all liability for all applicable taxes.

E&I is a not-for-profit corporation and is exempt from federal, state and excise and other taxes imposed for services rendered and products, equipment or parts supplied. Members are 501(c) (3) corporations but have varying requirements to either pay or are exempt from state sales tax.

All prices listed and discounts offered are exclusive of all taxes. Supplier has the duty to collect all taxes in connection with the sale, delivery or use of any items, products or services included herein from Member or from E&I (if for the purpose of resale), at the taxable rate in effect at the time of invoicing. Supplier shall comply with the state sales tax requirements of each Member. If sales to Member are exempt from such taxes, Member shall furnish to Supplier a certificate of exemption in form and timeliness acceptable to the applicable taxing authority.

13. Americans With Disabilities Act

Supplier shall comply with all applicable provisions of the Americans with Disabilities Act and applicable federal regulations under the Act.

14. Alcohol, Tobacco & Drug Rules and Regulations

Employees of the Supplier and its subcontractors shall comply with all instructions, pertaining to conduct and building regulations of the Members. The Member reserves the right to request the removal or replacement of any undesirable employee at any time.

All buildings on the Member's grounds are tobacco-free. Use of tobacco products is not permitted in any area inside Member's buildings. The Supplier is expected to respect this tobacco-free policy and fully comply with it. The Supplier agrees that in the performance of this Agreement, neither the Supplier nor any of its employees shall engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, including alcohol, in conducting any activity covered by this Agreement. The E&I and the Member reserve the right to request a copy of the Drug Free Workplace Policy. The Supplier further agrees to insert a provision similar to this statement in all subcontracts for services required.

15. Equal Opportunity

The provisions of Section 202 of Executive Order 11246.41 C.F.R. Sec. 60-1.1 C.F.R. Sec. 60-250.4 and 41 C.F.R. Sec. 60-741.4 are incorporated herein by reference and shall be applicable to this Agreement unless this Agreement is exempted under the rules, regulations, or orders of the U.S. Secretary of Labor.

16. Non-Discrimination

The parties agree to comply with applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination.

17. Sexual Harassment

Federal law and the policies of E&I prohibit sexual harassment. Supplier is required to exercise control over its employees so as to prohibit acts of sexual harassment. If a Member in its reasonable judgment determines that any employee of Supplier has committed an act of sexual harassment, Supplier agrees as a term and condition of this Agreement to cause such person to be removed from Member's facility and to take such other action as may be reasonably necessary to cause the sexual harassment to cease.

18. Compliance with Specifications

The Supplier warrants that all goods, services, or work supplied under this Agreement shall conform to specifications, drawings, samples, or other descriptions contained or referenced herein and shall be merchantable, of good quality and workmanship and free from defect. The Supplier also warrants that all goods covered by this Agreement which are the product of the Supplier or are in accordance with its specifications, will be fit and subject to the Member's inspection before acceptance, and also to later rejection if use reveals defects not apparent upon receipt; and if rejected will be held at Supplier's risk and expense for storage and other charges after 60 days of storage, goods may be disposed of without cost to Member. Neither receipt of goods nor payment therefore shall constitute a waiver of this provision.

19. Gratuities

E&I may, by written notice to Supplier, cancel the Agreement if it discovers that gratuities, in the form of entertainment, gifts or the like, were offered or given by Supplier to any officer or employee of E&I or any Member with a view toward securing an agreement or securing favorable treatment with respect to the awarding of this Agreement.

20. Covenant Against Contingency Fees

Supplier certifies that it has neither offered nor paid a contingency fee to any individual, agent, employee of E&I, or employee of any Member to secure or influence the decision to award this Agreement to Supplier.

21. Suspension, Debarment, and Terrorism

Vendors certifies that the vendors and their principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Vendors are in compliance with all applicable State statutes and rules relating to procurement and that Vendors are not listed on the federal government's terrorism watch list as described in Executive Order 13224.

22. Conflict of Interest

In order to avoid even the appearance of any conflict of interest, neither E&I nor Supplier shall employ any officer or employee of the other party for a period of one year from the date hereof.

23. Strikes or Lockouts

In the event Supplier should become involved in a labor dispute, strike or lockout, Supplier will be required to make whatever arrangements that may be necessary to insure that the conditions of this Agreement are met in their entirety. Should the Supplier be unable to fulfill its obligations under this Agreement, E&I and/or Member shall have the right to make alternative arrangements to insure the satisfactory performance of the Agreement during the time Supplier is unable to perform the required duties. Any costs incurred by E&I and/or any Member, as a result of such job action, shall be reimbursed by the Supplier.

24. Force Majeure

Neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions of this Agreement are delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence, said party is unable to prevent.

25. Modification of Terms

No waiver or modification of any of the provisions hereof shall be binding unless mutually agreed upon by E&I and the Supplier, in writing, with signatures of authorized representatives of all parties authorizing said modification.

26. Termination for Convenience

E&I may terminate this Agreement for any reason (convenience) by delivering not less than one hundred eighty (180) calendar days prior written notice thereof to the Supplier.

27. Termination and Termination for Default

E&I will notify the Supplier upon discovery of a breach of this Agreement. E&I may terminate this Agreement immediately upon the breach of this Agreement by Supplier by delivering written notice to Supplier, or if such breach is capable of being cured, E&I shall notify the Supplier in writing of such breach and demand that the same be cured within fourteen (14) calendar days. Should the Supplier fail to cure the same within said period, E&I shall then have the right to terminate this Agreement at the end of the fourteenth (14th) day. A notice will be sent to the Supplier to confirm the termination.

The failure of E&I on behalf of its Members to exercise its rights of termination for cause due to Supplier's failure to perform as required in any instance shall not constitute a waiver of termination rights in any other instance. An order by a member may be cancelled due to non-appropriation of funds. This funding out clause is required by several states and can be for non-appropriation of State and Federal funds.

28. Continuation of Performance Through Termination

Supplier shall continue to perform, in accordance with the requirements of this Agreement, up to the date of termination, as directed in the termination notice.

29. Open Records

E&I considers all information, documentation and other materials requested to be submitted in response to this solicitation to be of a non-confidential and/or non-proprietary nature and therefore shall be subject to public disclosure after an agreement is awarded. Suppliers are hereby notified that E&I adheres to all statutes, court decisions and the opinions of the member's states regarding the disclosure of proposal information.

30. Proprietary/Confidential Information

Supplier must clearly mark "Confidential" on any portion of your response, which you consider to contain confidential or proprietary information. All information, documentation, and other materials submitted by Supplier in response to this solicitation or under any resulting contract may be subject to public disclosure under the Freedom of Information Act and/or Open Records laws of the members.

31. Strict Compliance

The parties may at any time insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice or course of dealing to the contrary.

32. Entire Agreement

This Agreement together with the Exhibits annexed hereto constitutes the entire agreement between the parties and supersedes all prior agreements whether written or oral between the parties. Documents subject to Freedom of Information Act will only be released after award.

32. Notices

Any notice to be given by any party hereunder shall be in writing, mailed by certified mail, return receipt requested, or by delivery to a reputable overnight courier and shall be effective the earlier of (a) actual receipt or (b) five days after mailing or one day after delivery to overnight courier and shall be addressed as follows:

If to E&I: Gary D. Link, CPM
Sr. Vice President, Contracts & Enterprise Solutions Group
E&I Cooperative Service Inc.
2 Jericho Plaza, Suite 309
Jericho, NY 11753

If to Supplier: Samuel Zinger
Contract Specialist
B&H Photo Video Pro Audio, Inc.
420 9th Avenue
New York, NY 10001