

11/26/2018

**E-Logic Inc**  
ATTN: **Guillermo Torrez**  
1025 Connecticut Ave NW  
Washington, DC 20036

RE: Letter of Supply for **Fujitsu America, Inc.** Products  
For **E-Logic Inc** GSA Contract # GS-35F-521BA

Dear **Guillermo Torrez**:

LETTER OF SUPPLY

Tech Data Corporation ("Tech Data") in conjunction with **Fujitsu America, Inc.** (the "Manufacturer") agrees to supply **E-Logic Inc** (the "Government Reseller") with a non-exclusive source of supply with sufficient quantities of the offered products specified in Attachment "A" (the "Products") for the duration of a GSA contract resultant of the above GSA solicitation, from date of award through **duration of contract, and any extensions thereof**, subject to the commercial availability of the Products. Proof of government purchase orders is required and must be submitted to Tech Data, and the quantities ordered by the Government Reseller shall not exceed the quantities ordered by the applicable government agency. Attachment "A" may be revised from time to time by Tech Data to add or delete Products.

COMMERCIAL PRODUCT STATEMENT

Pursuant to the letter dated **10/11/2018** from the Manufacturer (a copy of which is attached here to as Attachment "B" and identified as the "Manufacturer Certificate"), and the conditions and limitations stated therein, the Manufacturer certifies that all Products proposed for inclusion in this opportunity are newly manufactured products, are customarily used for other than governmental purposes and are items sold, leased, or licensed to the general public

DISCOUNT TO RESELLER

**E-Logic Inc** is classified as a reseller. The discount being offered to **E-Logic Inc** will be negotiated for each order. GSA has acknowledged that due to the nature of Tech Data's business, Tech Data does not maintain or produce Tech Data Commercial Sales Practice ("CSP") data. Accordingly, GSA has accepted, and informed Tech Data that it will continue to accept Tech Data's Letter of Supply without the provision of Tech Data CSP data as long as the Government Reseller submits its own CSP data to GSA.

WARRANTIES/DISCLAIMER

The only warranties for the Products are those that are expressly provided by Tech Data in this Letter of Supply, as well as any additional Manufacturer warranties for the Products. Tech Data shall pass through to the Government Reseller all Manufacturer warranties, however such Manufacturer warranties are provided solely by the Manufacturer, and the Manufacturer shall be directly responsible for any alleged breaches of said warranties. For the avoidance of doubt, Tech Data does not warrant any part of the Manufacturer Certificate or any certification, representation or warranty contained therein, nor otherwise assume liability in the event that any such certification, representation or warranty is false, incorrect or inaccurate, or in the event that the Products do not perform or comply as stated by the Manufacturer.

THE WARRANTIES PROVIDED BY TECH DATA IN THIS LETTER OF SUPPLY ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SAID WARRANTIES BEING EXPRESSLY DISCLAIMED.

TRADE AGREEMENTS ACT CERTIFICATE

Pursuant to the Manufacturer Certificate, the Manufacturer also certifies that each end product delivered under the subject request is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, or a NAFTA country end product as defined in the clause entitled "Trade Agreements" at FAR 52.225-5.

PRICE REDUCTION NOTIFICATION

In the event and to the extent Tech Data receives advance written notice from the Manufacturer, Tech Data will use commercially reasonable efforts to provide notice to the Government Reseller during the contract period specified above or any extension thereof of any of the following occurrences related to the Products: (a) Product additions, (b) Product deletions, and (c) price changes.

As indicated in the Manufacturer Certificate, the Dun and Bradstreet number for the Manufacturer is 018431853.

In addition to the conditions and limitations contained in Attachment B, Tech Data reserves the right to cancel this Letter of Supply (1) for cause, or (2) for chronic non-use by the Reseller, however, before canceling for non-use Tech Data will provide Reseller with 60 days prior notice to (i) provide the Reseller with the opportunity to increase utilization or (ii) negotiate a reduction in service level to reduce the administrative and economic impact on Tech Data of maintaining Reseller's full service Letter of Supply.

If you have any questions pertaining to this Letter of Supply, please contact our Public Sector team, [PublicSector@techdata.com](mailto:PublicSector@techdata.com) 800-237-8931 X 75353.

Sincerely,



Kaye McMillan  
Director, Sales Development