

SYNNEX Corporation

**FEDERAL SUPPLY SCHEDULE
CONTRACTOR TEAM ARRANGEMENT**

In accordance with the Federal Supply Schedule program and Federal Acquisition Regulation 9.6, Contractor Team Arrangements, CDW Government, Inc., ("Contractor"), a corporation having its principal place of business at 230 N. Milwaukee Ave., Vernon Hills, IL, 60061, with a place of business at 13461 Sunrise Valley Dr., Herndon, VA 20171, and SYNNEX Corporation ("SYNNEX"), a corporation having its principal place of business at 39 Pelham Ridge Drive, Greenville, SC 29615, hereby enter into a Contractor Team Arrangement ("Agreement") under the terms and conditions stated herein.

1. Contractor has identified continuing opportunities with U.S. Federal Government agencies, State and Local, and Education (not private schools) ("Government") that can be met through a Team Solution consisting of products and/or services ("products") included in Contractor's Federal Supply Schedule ("FSS") Contract Number GS-35F-0195J_ and SYNNEX's FSS Contract Number GS-35F-0143R. Contractor and SYNNEX will work together to support this Team Solution.
2. Contractor will be the Team Leader; and SYNNEX will be the Team Member.
3. The Government will issue a purchase order ("P.O.") to the Team Leader. This P.O. will be made out to Team Leader's GSA Schedule number; Team Leader will reference Team Member's GSA Schedule contract number and the products being purchased under Team Member's FSS contract. The Team Leader in turn will issue a P.O. to the Team Member, or other authorized Distributor, for the products being purchased. The Team Leader will sell the products to, and invoice the Government at a price not to exceed SYNNEX's GSA negotiated price.
4. Team Leader will cooperate in supplying to Team Member a copy of the Government Purchase Order report in a mutually agreed upon format/schedule, upon request.
5. Each party is responsible to the Government for its performance and must abide by the terms and conditions of its FSS contract. Each party is responsible for paying the Industrial Funding Fee ("IFF") for every schedule product or service supplied or provided on their respective GSA Schedules under this Agreement.
6. Each party will indemnify and hold harmless the other team member, its shareholders, directors, officers, employees, agents, designees and assignees, or any of them, from and against all losses, damages, liabilities, expenses, costs, claims, suits, demands, actions, causes of actions, proceedings, judgments, assessments, deficiencies and charges (collectively "Damages") caused by, relating to or arising from that team member's performance of its obligations under this Agreement.
7. This Agreement will be governed and construed in accordance with the laws of the State of Delaware without resort to conflict of laws principles. The term of this Agreement shall commence upon its final execution and shall continue in force for a period of one (1) year and renewing such term automatically for successive one year periods for the duration of the Team Members GSA schedule, unless sooner terminated by either party upon giving the other party thirty (30) days written notice.

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8. This Agreement constitutes the entire understanding between Contractor and SYNNEX and supercedes all prior agreements, arrangements, representations and communications, whether oral or written, regarding the subject matter hereof. All modifications or amendments must be in writing and signed by both team members.

9. Contractor must hold and maintain vendor authorizations, where applicable, to resell GSA Schedule products. Contractor must adhere to the terms and conditions of each participating manufacturer's government program in order to resell through the SYNNEX GSA Schedule contract. Violation of this requirement may result in immediate de-authorization and/or termination from the SYNNEX GSA Program.

10. Contractor agrees to pay SYNNEX a Contract Administration Fee of 2% (.75% for the GSA IFF, and 1.25% Administration fee to SYNNEX) for any product that is sourced from another distributor/vendor and is sold pursuant to this Teaming Agreement, and .75% fee (.75% fee for the GSA IFF) for products sourced through SYNNEX. Within the first fifteen (15) days of each month, Contractor will provide SYNNEX a report of all items invoiced by Contractor in the preceding month in a mutually agreeable format. Contractor is not required to include the sale of open market items in the report or sales that are a part of any other GSA Schedule Delivery Order awarded to Contractor. Contractor agrees to cut checks at the time report is submitted to SYNNEX for the fees described herein on a monthly basis. These reports shall be submitted to the CDWG GSA Program Manager. If there are no sales against the SYNNEX GSA Schedule a zero sales report is required.

10. Unless otherwise indicated, SYNNEX's standard commercial business terms and conditions apply.

11. All sales through this teaming arrangement which makes reference to SYNNEX's GSA Schedule or its pricing must be fulfilled or sourced through SYNNEX.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates set forth below.

Contractor

SYNNEX Corporation

Kevin P. Adams
Signature

Ed Somers
Signature

Kevin P. Adams
Name/Title VP Program Management

Ed Somers, GSA Administrator
Name/Title

Sept. 1, 2006
Date

9/5/2006
Date

ATTACHMENT AGSA SCHEDULE TEAMING ARRANGEMENT

CONTACT INFORMATION

Team Member:		Team Leader:	
SYNNEX Corporation		Company Name:	<u>CDW-G</u>
Contact(s):	Ed Somers Heather Black Johnny Thompson Mike Burton	Contact:	<u>Sheryl J. McCurnin</u>
Address:	39 Pelham Ridge Drive Greenville, SC 29615	Address:	<u>13461 Sunrise Valley Dr.</u> <u>Suite 350</u> <u>Herndon, VA 20171</u>
Telephone:	864.289.4374 864.289.4064 864.289.4403 864.289.4015	Telephone:	<u>703-621-8241</u>
Fax:	864.289.4066	Fax:	<u>703-621-8300</u>
E-Mail:	gsa@synnex.com eds@synnex.com heatherb@synnex.com johnnyt@synnex.com mikebu@synnex.com	E-Mail:	<u>smccurnin@cdwg.com</u>
Web Address:	www.synnex.com	Web Address:	<u>www.cdwg.com</u>

SYNNEX Acct.#: _____

SBA Classification(s): Large Business

How did you hear about our GSA Schedule Program?

Ed Somers