

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services, Office of Purchasing & Contracting (the "State") and B&H Photo and Electronics Corp., with a principal place of business in New York, NY (the "Contractor") that the contract between them originally dated as of January 15, 2020, Contract # 39564, as amended to date, (the "Contract") is hereby amended as follows:

- I. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from May 31, 2024 to May 31, 2025.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

State of Vermont Cybersecurity Standard Update. Contractor confirms that all products and services provided to or for the use of the State under the Contract shall be in compliance with State of Vermont Cybersecurity Standard Update in effect at the time of this Amendment to the Contract. The State of Vermont Cybersecurity Standard Update prohibits the use of certain branded products in State information systems or any vendor system, and a copy is available at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

This document consists of 2 pages. Except as modified by this Amendment No. 4, all provisions of the Contract remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

STATE OF VERMONT

B&H Photo and Electronics Corp.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services, Office of Purchasing & Contracting (the "State") and B&H Photo and Electronics Corp, with a principal place of business in New York, NY (the "Contractor") that the contract between them originally dated as of January 15, 2020, Contract # 39564, as amended to date, (the "Contract") is hereby amended as follows:

- I. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from January 14, 2024, to May 31, 2024.
- II. **Attachment C, Standard State Provisions for Contracts and Grants.** Attachment C is hereby deleted in its entirety and replaced by the Attachment C December 7, 2023, attached to this Amendment.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

Cybersecurity Standard Update 2023-01: Contractor confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with *State of Vermont Cybersecurity Standard Update 2023-01*, which prohibits the use of certain branded products in State information systems or any vendor system that is supporting State information systems, and is available on-line at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives> .

This document consists of 3 pages. Except as modified by this Amendment No. 3, all provisions of the Contract remain in full force and effect.

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

STATE OF VERMONT

B&H PHOTO AND ELECTRONICS CORP

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**ATTACHMENT C: STANDARD STATE PROVISIONS
FOR CONTRACTS AND GRANTS
REVISED DECEMBER 7, 2023**

“Attachment C: Standard State Provisions for Contracts and Grants” (revision version dated December 7, 2023) constitutes part of this Agreement and is hereby incorporated by reference as if fully set forth herein and shall apply to the purchase of all goods and/or services by the State under this Agreement. A copy of this document is available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>.

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services, Office of Purchasing & Contracting (the "State") and B&H Photo and Electronics Corp with a principal place of business in New York, NY (the "Contractor") that the contract between them originally dated as of January 15, 2020, Contract # 39564, as amended to date, (the "Contract") is hereby amended as follows:

- I. **Contract Term**. The Contract end date, wherever such reference appears in the Contract, shall be changed from January 14, 2023 to January 14, 2024.

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

Cybersecurity Standard Update 2022-01: Contractor confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with *State of Vermont Cybersecurity Standard Update 2022-01*, which prohibits the use of certain branded products in State information systems or any vendor system that is supporting State information systems, and is available on-line at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

This document consists of 2 pages. Except as modified by this Amendment No. 2, all provisions of the Contract remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

STATE OF VERMONT

B&H PHOTO AND ELECTRONICS CORP

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Buildings and General Services, Office of Purchasing & Contracting (the "State") and B&H Photo and Electronics Corp with a principal place of business in New York, NY (the "Contractor") that the contract between them originally dated as of January 15, 2020, Contract # 39564, as amended to date, (the "Contract") is hereby amended as follows:

- I. **Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from January 14, 2022 to January 14, 2023. The Contract Term may be renewed for one additional one-year period at the discretion of the State.

- II. **SOV Cybersecurity Standard 19-01.** All products and service provided to or for the use of the State under this Contract shall be in compliance with State of Vermont Cybersecurity Standard 19-01, which Contractor acknowledges has been provided to it, and is available on-line at the following URL:
<https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

This document consists of 2 pages. Except as modified by this Amendment No. 1, all provisions of the Contract remain in full force and effect.

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment to the Contract.

STATE OF VERMONT

B&H PHOTO AND ELECTRONICS CORP

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

STATE OF VERMONT STATEWIDE PURCHASING AGREEMENT #39564
FOR COMPUTER PERIPHERALS

Contractor: B&H Photo and Electronics Corp

1. **Parties.** This Agreement (“Agreement”) is a contract between the State of Vermont, through its Department of Buildings and General Services, Office of Purchasing & Contracting (hereinafter “State” or “Vermont”), and the Contractor identified above. It is the Contractor’s responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.
2. **Subject Matter.** This Agreement authorizes Purchasing Entities (defined herein) to purchase from Contractor the products offered by Contractor as identified herein at or below the rates established under this Agreement for such products and/or services.
3. **Purchasing Entities.** As authorized under 29 V.S.A. § 902, this Agreement may be used by (a) all departments, offices, institutions, and other agencies of the State of Vermont and counties (each a “State Purchaser”); and (b) political subdivisions of the State of Vermont and any institution of higher education chartered in Vermont and accredited or holding a certificate of approval from the State Board of Education (each an “Additional Purchaser”). Collectively, State Purchasers and Additional Purchasers are also referred to herein as a “Purchasing Entity” or “Purchasing Entities”. Issues concerning interpretation and eligibility for participation are solely within the authority of the State of Vermont Chief Procurement Officer. The State of Vermont and its officers and employees shall have no responsibility or liability for Additional Purchasers. Each Additional Purchaser must make its own determination whether this Agreement are consistent with its procurement policies and regulations.
4. **Contract Term.** This Agreement shall be effective on July 1, 2020 and end on May 31, 2022. Contractor agrees that this Agreement may be renewed by the State for up to two additional years beyond the initial term and in such event the parties shall execute an amendment to this Agreement.
5. **Available Products and Services.** The products and/or services listed in this section may be purchased under this Agreement, subject to the requirements for ordering established under this Agreement. Contractor agrees to provide such products and/or services subject to the terms and conditions of this Agreement.

| 6. Product Description | Mfg Part # | Manufacturer | MSRP | Bid Price |
|---|--------------|---------------------|----------|-----------|
| Kingston DataTraveler SE9 G2 - USB flash drive - 32 GB | DTSE9G2/32GB | Kingston Technology | \$20.00 | \$6.99 |
| ViewSonic VX2452MH - LED monitor - Full HD (1080p) - 24" | VX2452MH | ViewSonic | \$200.00 | \$119.99 |
| C2G 8ft Cat5e Snagless Unshielded (UTP) Network Patch Ethernet Cable-Gray - patch cable - 2.43 m - gray | 00386 | C2G | \$5.99 | \$4.49 |
| Kingston DataTraveler SE9 G2 - USB flash drive - 16 GB | DTSE9G2/16GB | Kingston Technology | \$14.00 | \$5.86 |
| Brother car power adapter | LB3692 | Brother | \$19.00 | \$16.16 |
| | | | | |

STATE OF VERMONT STATEWIDE PURCHASING AGREEMENT #39564

Contractor: B&H Photo and Electronics Corp

| Product Description | Mfg Part # | Manufacturer | MSRP | Bid Price |
|---|--------------------|---------------------------|----------|-----------|
| Seagate IronWolf ST12000VN0007 - hard drive - 12 TB - SATA 6Gb/s | ST12000VN0007 | Seagate | \$451.00 | \$342.00 |
| Plantronics headset amplifier cable Quick Disconnect to headset amplifier modular plug - 3 m | 26716-01 | Plantronics | \$45.00 | \$23.50 |
| HP - bond paper - 1 roll(s) - Roll (91.4 cm x 91.4 m) - 90 g/m ² | C6810A | HP, Inc. | \$57.89 | \$40.25 |
| Logitech M500 - mouse - USB | 910-001204 | Logitech | \$29.99 | \$24.86 |
| Dell P2417H - LED monitor - Full HD (1080p) - 24" | P2417H | Dell | \$299.99 | \$199.00 |
| Acer B246HLYmdr - LED monitor - Full HD (1080p) - 24" | UM.FB6AA.001 | Acer | \$175.00 | \$137.00 |
| Brother Standard - thermal paper - 600 sheet(s) - Letter | LB3663 | Brother | \$65.00 | \$53.49 |
| Logitech Wireless Combo MK270 - keyboard and mouse set - English | 920-004536 | Logitech | \$29.99 | \$19.44 |
| WD My Passport Ultra WDBFKT0040BGY - hard drive - 4 TB - USB 3.0 | WDBFKT0040BGY-WESN | Western Digital | \$129.99 | \$109.99 |
| Unpkd Ram Mnt Adhesive Base Ram X-Grip | RAP-B-378-UN7U | Ram Mounts | \$49.49 | \$32.99 |
| Kingston DataTraveler SE9 - USB flash drive - 16 GB | DTSE9H/16GBZ | Kingston Technology | \$11.00 | \$4.34 |
| SanDisk Extreme Go - USB flash drive - 128 GB | SDCZ800-128G-A46 | SanDisk | \$34.95 | \$31.99 |
| StarTech.com Dual-Monitor USB 3.0 Docking Station - DVI Out - Mac & Windows - docking station - DVI | USB3SDOCKDD | StarTech.com | \$188.99 | \$142.25 |
| OtterBox Defender Series Apple iPod touch 5G - case for player | 77-25108 | Otter Products | \$39.95 | \$26.21 |
| Plantronics EncorePro HW520 - headset | 89434-01 | Plantronics | \$128.00 | \$72.49 |
| Comprehensive display adapter | DPM-VGAF | Comprehensive Cable | \$14.99 | \$8.16 |
| Microsoft Sculpt Comfort Mouse - mouse - Bluetooth 3.0 - black | H3S-00003 | Microsoft | \$39.95 | \$28.95 |
| APC Replacement Battery Cartridge #48 - UPS battery - lead acid | RBC48 | APC by Schneider Electric | \$142.00 | \$86.69 |
| BenQ MW824ST - DLP projector - portable - 3D | MW824ST | BenQ | \$49.99 | \$34.72 |
| | | | | |

| Product Description | Mfg Part # | Manufacturer | MSRP | Bid Price |
|---|---------------|-----------------|----------|-----------|
| Canon imageFORMULA P-215II Scan-tini - document scanner - portable - USB 2.0 | 9705B007 | Canon | \$299.99 | \$224.00 |
| HP Smart - power adapter - 65 Watt - HP Smart Buy | H6Y89UT#ABA | HP, Inc. | \$65.00 | \$63.59 |
| StarTech.com Server rack - 3U - 19in - vertical rack - wall mountable - Steel mounting bracket - 3U | RK319WALLV | StarTech.com | \$59.99 | \$44.99 |
| C2G 6ft Cat5e Snagless Unshielded (UTP) Network Patch Ethernet Cable-Blue - patch cable - 1.82 m - blue | 00394 | C2G | \$4.99 | \$3.74 |
| C2G 8ft Cat5e Snagless Unshielded (UTP) Network Patch Ethernet Cable-Blue - patch cable - 2.43 m - blue | 00395 | C2G | \$6.29 | \$4.72 |
| StarTech.com 6 ft Black USB 2.0 Extension Cable A to A - M/F - USB extension cable - 1.8 m | USBEXTAA6BK | StarTech.com | \$7.99 | \$2.32 |
| Acer V226HQL - LED monitor - Full HD (1080p) - 21.5" | UM.WV6AA.B01 | Acer | \$99.99 | \$93.60 |
| Panasonic - notebook battery - Li-Ion - 6800 mAh | CF-VZSU80U | Panasonic | \$140.00 | \$109.00 |
| Panasonic CF-AA6413CM - power adapter | CF-AA6413CM | Panasonic | \$80.00 | \$64.34 |
| Samsung 850 EVO MZ-75E500 - solid state drive - 500 GB - SATA 6Gb/s | MZ-75E500B/AM | Samsung | \$139.99 | \$139.00 |
| Brother PocketJet PJ-722 - printer - monochrome - direct thermal | PJ722 | Brother | \$349.99 | \$315.33 |
| Samsung 860 EVO MZ-76E250E - solid state drive - 250 GB - SATA 6Gb/s | MZ-76E250E | Samsung | \$69.99 | \$59.99 |
| StarTech.com 6 ft DisplayPort to DVI Cable - M/M - display cable - 1.8 m | DP2DVI2MM6 | StarTech.com | \$30.99 | \$17.88 |
| ViewSonic VG2239m-LED - LED monitor - Full HD (1080p) - 22" | VG2239M-LED | ViewSonic | \$202.00 | \$146.74 |
| WD Red NAS Hard Drive WD80EFZX - hard drive - 8 TB - SATA 6Gb/s | WD80EFZX | Western Digital | \$373.00 | \$249.00 |
| Canon PowerShot ELPH 180 - digital camera | 1093C001 | Canon | \$119.00 | \$117.18 |
| LG 24MB35DM-B - LED monitor - Full HD (1080p) - 24" | 24MB35DM-B | LG Electronics | \$362.00 | \$140.41 |
| Logitech M185 - mouse - 2.4 GHz - swift gray | 910-002225 | Logitech | \$24.99 | \$11.72 |
| | | | | |

| Product Description | Mfg Part # | Manufacturer | MSRP | Bid Price |
|--|------------|----------------|----------|-----------|
| Microsoft Surface 3 Type Cover - keyboard - English - North America - black | GV7-00001 | Microsoft | \$159.99 | \$105.98 |
| OtterBox Defender Series iPad Air 2 Protective Case - ProPack "Each" - back cover for tablet | 77-52008 | Otter Products | \$89.95 | \$60.71 |
| All Other Peripherals Minimum of 0.2% off MSRP | | | | |

7. **Pricing Schedule.** Pricing, including discounts, for products and/or services available under this Agreement is set forth in the table above, and Contractor will maintain a dedicated website for purchasing under this Agreement. Purchasing Entities may solicit the Contractor for deeper discounts than the minimum contract pricing established under this Agreement (e.g., additional volume pricing, incremental discounts, firm fixed pricing or other incentives). Contractor shall list the State's contract pricing on a contract specific website listing the complete catalog of products available under this agreement.
8. **Requirements for Ordering.**
- a. All orders placed under this Agreement must, at a minimum, specify:
 - i. The product(s) being delivered and the place and time of delivery;
 - ii. The service(s) required and the place and time period for performance;
 - iii. The Purchasing Entity's billing address;
 - iv. The name and contact information for the Purchasing Entity's primary contact;
 - v. The price per unit, rates, or other pricing elements consistent with this Agreement;
 - vi. A maximum amount payable by the Purchasing Entity under the order;
 - vii. A unique identifier for the order; and
 - viii. The State of Vermont Statewide Purchasing Agreement Number.
 - b. Orders funded in whole or in part by federal funds may include additional terms as necessary to comply with federal requirements.
 - c. State Purchasers must follow the ordering procedures of the State Contract Administrator to execute orders against this Agreement.
 - d. Orders placed by State Purchasers are subject to the following restrictions:
 - i. Purchases of a single product over \$5,000 require approval from the Secretary/CIO of the Agency of Digital Services.

- ii. The State's Agency of Digital Services Procurement Office is the only entity authorized to place orders for Graphics Accelerators, Internal Hard Drives, Memory, Modems, Monitors, Motherboards, Network Hardware, Processor upgrades/ CPUs/ Laptop Parts, Thin Clients, Scanners, Printers and Printer Accessories, Barcode Readers, Peripherals with Lan/ WIFI. Peripherals that require software.

9. *Payment Provisions and Invoicing.*

- a. Payment obligations shall be solely between the Purchasing Entity and the Contractor.
 - b. If applicable, all equipment pricing is to include standard ground shipping, Expedited shipping or additional handling for overweight or oversized items, if applicable is to be included with the quote. No request for extra delivery cost will be honored unless included at the time of quote.
 - c. Payment terms are Net 30 days from the date the State receives an error-free invoice with all necessary and complete supporting documentation. Invoices shall itemize all work performed during the invoice period, including, as applicable, the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment. As applicable, a copy of the notice(s) of acceptance shall accompany invoices submitted for payment.
 - d. Invoices shall be sent to the address identified on the Purchasing Entity's order and must specify:
 - i. The address to which payments will be sent:
 - ii. The State of Vermont Statewide Purchasing Agreement Number; and
 - iii. The unique identifier for the order against which the invoice is being submitted.
 - e. Reimbursement of expenses is not authorized. All rates set forth in an order shall be inclusive of any and all Contractor fees and expenses.
 - f. Products may be returned in accordance with Contractor's standard Return Policy (<https://www.bhphotovideo.com/find/HelpCenter/ReturnExchange.jsp>.)
 - g. The State Purchasing Card may be used by State Purchasers for the payment only at the time of purchase. The State Purchasing Card shall not be an acceptable form of payment for invoices. . Use of the Purchasing Card requires all required documentation applicable to the purchase. The Purchasing Card is a payment mechanism, not a procurement approach and, therefore, does not relieve State Purchasers from adhering to all procurement laws, regulations, policies, procedures, and best practices.
10. ***No effect of Click-Through or Other Additional Terms and Conditions.*** Where a Purchasing Entity is required to click-through or otherwise accept or made subject to any electronic terms and conditions to use or access any product or service purchased hereunder, the Purchasing

Contractor: B&H Photo and Electronics Corp

Entity may refuse such terms and shall be entitled to a full refund. Except for additional terms of a Purchasing Entity that may be applied at the order level as expressly permitted by this Agreement, any terms and conditions of each Party's purchase orders, invoices, acknowledgments, confirmations, or similar documents shall not apply to any order under this Agreement, and any such terms and conditions on any such document are objected to without need of further notice or objection.

11. **Reporting.** Contractor shall submit quarterly reports electronically detailing the purchasing of all items by all Purchasing Entities under this Agreement. Contractor's reporting shall detail the minimum requirements for orders as set out in section 7.a, above. Contractor's reporting shall state "no activity" for any month in which there is no activity during a quarterly reporting period.
- a. The reports shall be an excel spreadsheet transmitted electronically to SOV.ThePathForward@vermont.gov.
 - b. Reports are due for each quarter as follows:

| Reporting Period | Report Due |
|--------------------------|------------|
| January 1 to March 31 | April 30 |
| April 1 to June 30 | July 31 |
| July 1 to September 30 | October 31 |
| October 1 to December 31 | January 31 |

- c. Failure to meet these reporting requirements may result in suspension or termination of this Agreement.
12. **Prior Approvals.** In accordance with current State law, bulletins, and interpretations, this Agreement shall not be binding until it has been approved by the Vermont Attorney General's Office, the Secretary of Administration, and the State's Chief Information Officer.
13. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this Agreement shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.
14. **Termination.** This Agreement may be terminated by the State at any time upon 30 days prior written notice to the Contractor. Upon termination or expiration of this Agreement, each party will assist the other in the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. This provision shall not relieve the Contractor or Purchasing Entity of their respective obligations under any order executed prior to the effective date of termination or other expiration of this Agreement.
15. **Primary Contacts.** The Parties will keep and maintain current at all times a primary point of contact for this Agreement, which are presently as follows:

- a. **For the Contractor:**

Name: Shea Gold
Address: 420 9th Ave, New York, NY 10001

Contractor: B&H Photo and Electronics Corp

Phone: 212/239-7500
Fax: 212/239-7770
Email: sgold@BHphoto.com

b. ***For the State:***

Name: State of Vermont, Stephen Fazekas
Address: 109 State Street, Montpelier, VT 05633-3001
Phone: 802/828-2210
Fax: 802/828-2222
Email: Stephen.fazekas@vermont.gov

16. ***Order Acceptance.*** Orders placed in accordance with this Agreement shall not be deemed accepted unless and until such order has been affirmatively accepted by Contractor or has been shipped by Contractor. For the avoidance of doubt, Contractor shall be under no obligation to accept all orders placed in accordance with this Agreement.
17. ***Warranties.*** EXCEPT AS EXPRESSLY SET FORTH HEREIN, CONTRACTOR HEREBY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Notwithstanding the foregoing, Contractor agrees to deliver the items set forth in an applicable order and that such items shall meet the manufacturer's specifications at the time of delivery.
18. ***Damages.*** Notwithstanding anything in this Agreement to the contrary, in no event shall either party be liable to the other party, for any special, indirect, , incidental, compensatory or consequential damages (including, without limitation, any damages or costs due to loss of profits, data, use, goodwill, personal or property damage, or the cost of procuring substitute products or services) resulting from or in connection with the Agreement or a State Purchaser's use or inability to use the service or other products or services hereunder regardless of the cause of action or the theory of liability, whether in tort, contract, strict liability or otherwise, and even if Contractor has been notified of the possibility of such damages.
19. ***Export Compliance.*** The State Purchaser shall assume full responsibility for both the security and possession of the goods upon receipt. To the extent applicable under state and federal law, The State Purchaser agrees (i) to comply with all applicable U.S. export rules and regulations, (ii) assume responsibility for determining which, if any, licensing requirements are applicable in connection with the exportation of the goods, and (iii) if necessary, to obtain all requisite licenses and/or other authorizations from the appropriate government agencies in connection with therewith.
20. ***Attachments.*** The following documents are made part of this Agreement and any ambiguity or conflict among them shall be resolved by giving priority to the documents in the order in which they are listed below.
- a. "Attachment C: Standard State Provisions for Contracts and Grants" a preprinted form, revised December 15, 2017 (available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>) is hereby incorporated by reference as if fully set forth herein and shall apply to this Agreement and all orders placed under this Agreement.

Contractor: B&H Photo and Electronics Corp

- b. "Attachment D: Other Provisions" is attached to this Agreement and incorporated herein and shall apply to all orders placed under this Agreement.
- c. If required in an order made by a State Purchaser under this Agreement, the terms and conditions of the State of Vermont Business Associate Agreement, revised May 2019 (available online at: <https://bgs.vermont.gov/purchasing-contracting/forms>) shall be incorporated by reference and apply to the order.

By signing below Contractor agrees to offer the available products and services subject to the terms and conditions of this Agreement and at prices equal to or lower than the prices listed on this Agreement.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

By B&H Photo and Electronics Corp

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTACHMENT D
OTHER PROVISIONS

1. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

1.1 General Representations and Warranties. The Contractor represents, warrants and covenants that:

- (i) The Contractor has all requisite power and authority to execute, deliver and perform its obligations under this Contract and the execution, delivery and performance of this Contract by the Contractor has been duly authorized by the Contractor.
- (ii) There is no pending litigation, arbitrated matter or other dispute to which the Contractor is a party which, if decided unfavorably to the Contractor, would reasonably be expected to have a material adverse effect on the Contractor's ability to fulfill its obligations under this Contract.
- (iii) The Contractor will comply with all laws applicable to its performance of the services and otherwise to the Contractor in connection with its obligations under this Contract.
- (iv) The Contractor (a) owns, or has the right to use under valid and enforceable agreements, all intellectual property rights reasonably necessary for and related to delivery of the services and provision of the services as set forth in this Contract; (b) shall be responsible for and have full authority to license all proprietary and/or third party software modules, including algorithms and protocols, that Contractor incorporates into its product; and (c) none of the services or other materials or technology provided by the Contractor to the State will infringe upon or misappropriate the intellectual property rights of any third party.
- (v) The Contractor has adequate resources to fulfill its obligations under this Contract.
- (vi) Neither Contractor nor Contractor's subcontractors has past state or federal violations, convictions or suspensions relating to miscoding of employees in NCCI job codes for purposes of differentiating between independent contractors and employees.

1.2 Contractor's Performance Warranties. Contractor represents and warrants to the State that:

- (i) Each and all of the services shall be performed in a timely, diligent, professional and skillful manner, in accordance with the highest professional or technical standards applicable to such services, by qualified persons with the technical skills, training and experience to perform such services in the planned environment.
- (ii) None of the products available and for purchase and delivered by Contractor hereunder will have any type of software routine or other element which is designed to facilitate unauthorized access to or intrusion upon; or unrequested disabling or erasure of; or unauthorized interference with the operation of any hardware, software, data or peripheral equipment of or utilized by the State. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any software delivered hereunder, Contractor, to the extent possible, will, upon State's request, provide a new or clean install of the

software. Notwithstanding the foregoing, Contractor assumes no responsibility for the State's negligence or failure to protect data from viruses, or any unintended modification, destruction or disclosure.

- (iii) To the extent Contractor resells commercial hardware or software it purchased from a third party, Contractor will, to the extent it is legally able to do so, pass through any such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth herein.

2. REMEDIES FOR DEFAULT. In the event either party is in default under this Contract, the non-defaulting party may, at its option, pursue any or all of the remedies available to it under this Contract, including termination for cause, and at law or in equity.

3. SOV Cybersecurity Standard 19-01

All products and service provided to or for the use of the State under this Contract shall be in compliance with State of Vermont Cybersecurity Standard 19-01, which Contractor acknowledges has been provided to it, and is available on-line at the following URL:

<https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>