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 and Contracting. (the "State") and CTL Corporation with a principal place of business in Beaverton, OR, (the "Contractor") that the contract between them originally dated as of January 13, 2014, Contract #26003, 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 June 30, 2020 to June 30, 2021.

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/debarment.

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

This document consists of 2 pages. Except as modified by this Amendment No. 5 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	**CTL CORPORATION**
By: _____	**By:** _____
Name: Christopher Cole	**Name:** _____
Title: Commissioner	**Title:** _____
Date: Buildings & General Services	**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 and Contracting. (the "State") and CTL Corporation with a principal place of business in Beaverton, OR, (the "Contractor") that the contract between them originally dated as of January 13, 2014, Contract #26003, 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 June 30, 2019 to June 30, 2020.

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/debarment.

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	**CTL CORPORATION**
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 and Contracting. (the "State") and CTL Corporation with a principal place of business in Beaverton, OR, (the "Contractor") that the contract between them originally dated as of January 13, 2014, Contract #26003, 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 June 30, 2018 to June 30, 2019.

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/debarment.

This document consists of 2 pages. Except as modified by this Amendment No. 3 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	**CTL CORPORATION**
By: _____	**By:** _____
Name: _____	**Name:** _____
Title: _____	**Title:** _____
Date: _____	**Date:** _____

Contract #26003
Amendment #2

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 and Contracting. (the "State") and CTL Corporation with a principal place of business in Beaverton, OR, (the "Contractor") that the contract between them originally dated as of January 13, 2014, Contract #26003, 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 June 30, 2017 to June 30, 2018.

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/debarment.

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

By: e-Signed by Jennifer Fitch on 2017-07-06 21:37:43 GMT

Name: Christopher Cole

Title: BGS Commissioner

Date: _____

CTL CORPORATION

By: _____

Name: Mike Mahanay

Title: Chief Marketing Officer

Date: 6/12/2017

CONTRACT

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
United States

Contract ID 00000000000000000000026003		Page 1 of 4
Contract Dates 01/13/2014 to 06/30/2017		**Origin** CPS
Description: 1:1 COMPUTER EQUIP & SERVICES		**Contract Maximum** $0.00
Buyer Name Janet L Overstreet	**Buyer Phone**	**Contract Status** Approved

Vendor ID 0000330855
CTL Corp
9700 SW Harvest Ct, Bldg #100
Beaverton OR 97005
United States

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		MOBILE COMPUTING DEVICES, SOFTWARE, AND SERVICES FOR ONE TO ONE LEARNING INITIATIVES OF K-12 SCHOOLS	EA	0.01000	0.00	0.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

CTL GROUP

THIS STATE OF VERMONT CONTRACT #26003 ("CONTRACT") IS WRITTEN UNDER THE AUTHORITY GIVEN TO THE COMMISSIONER OF BUILDINGS AND GENERAL SERVICES IN 29 VSA § 903A TO PARTICIPATE IN COOPERATIVE PURCHASING AGREEMENTS WITH OTHER STATES. THIS CONTRACT IS WRITTEN TO ALLOW THE STATE OF VERMONT ("STATE" OR "CUSTOMER") TO PARTICIPATE IN THE WESTERN STATES CONTRACTING ALLIANCE - NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS (WSCA-NASPO) MASTER PRICE AGREEMENT #MA-18-13050200000000000273 WITH CTL (CTL OR CONTRACTOR) ON BEHALF OF ITS AFFILIATED ENTITIES PROVIDING THE PRODUCTS AND SERVICES FOR THE PURCHASE OF MOBILE COMPUTING DEVICES, SOFTWARE, AND SERVICES TO BE USED IN THE ONE TO ONE LEARNING TECHNOLOGY INITIATIVE PROGRAM FOR K-12 SCHOOLS. THIS CONTRACT IS WRITTEN BASED ON THE REQUEST FOR PROPOSAL ISSUED BY THE STATE OF MAINE ON BEHALF OF WSCA-NASPO AND THE RESULTING WSCA-NASPO MASTER PRICE AGREEMENT #MA-18P-13050200000000000273 EFFECTIVE May 14, 2013 ("WSCA AGREEMENT #MA-18P-13050200000000000273). THIS CONTRACT INCORPORATES THE SERVICES/PRODUCTS AND PRICING OF THE WSCA AGREEMENT #MA-18P-13050200000000002673 AND ALL ITS TERMS AND CONDITIONS THAT ARE NOT IN CONFLICT WITH THE STATE OF VERMONT CONTRACT #26003, AND THE STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS COOPERATIVE PROCUREMENTS AS THE RELATIONSHIP APPLIES AND ACTIVITIES APPLY TO THE STATE OF VERMONT.

1. SCOPE: CONTRACTOR WILL PROVIDE MOBILE COMPUTING DEVICES, SOFTWARE, AND SERVICES TO BE USED IN THE ONE TO ONE LEARNING TECHNOLOGY INITIATIVE PROGRAM FOR K-12 SCHOOLS IN THE STATE OF VERMONT UNDER THE TERMS OF THIS CONTRACT, INCLUDING THE WSCA - NASPO AGREEMENT #MA-18P-13050200000000000273 , THE PARTICIPATING ADDENDUM WITH THE CONTRACTOR FOR WSCA AGREEMENT #MA-18P-13050200000000000273 AND THE STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS COOPERATIVE PROCUREMENTS.

2. TAX EXEMPTION: UNDER THIS CONTRACT, CONTRACTOR WILL WAIVE ALL TAXES FOR WHICH THE STATE OR OTHER PARTICIPATING ENTITY PROVIDES A TAX EXEMPT CERTIFICATE.

3. ENTIRE CONTRACT: THE PARTICIPATING ADDENDUM, THE WSCA AGREEMENT #MA-18P-13050200000000000273 , AND THE STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS FOR COOPERATIVE PROCUREMENTS ARE HEREBY INCORPORATED INTO THIS CONTRACT. IF A CONFLICT EXISTS AMONG PROVISIONS WITHIN THE DOCUMENTS THAT FORM THIS CONTRACT, THE FOLLOWING ORDER OF PRECEDENCE WILL APPLY:

A. THIS CONTRACT #26003

B. THE STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS FOR COOPERATIVE PROCUREMENTS (EXHIBIT C)

C. THE PARTICIPATING ADDENDUM (EXHIBIT A)

D. THE WSCA AGREEMENT #MA-18P-13050200000000000273 (AVAILABLE AT)
http://www.aboutwsca.org/content.cfm/id/ctllti

4. TERMS: NET 30 DAYS

5. QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

6. DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND ACCEPTED IN ACCORDANCE WITH THIS CONTRACT. CONTRACTOR SHALL ENSURE THAT SHIPMENTS ARE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY CONTRACTOR.

CONTRACT

State of Vermont
Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
United States

Contract ID 00000000000000000000026003		Page 2 of 4
Contract Dates 01/13/2014 to 06/30/2017		**Origin** CPS
Description: 1:1 COMPUTER EQUIP & SERVICES		**Contract Maximum** $0.00
Buyer Name Janet L Overstreet	**Buyer Phone**	**Contract Status** Approved

Vendor ID 0000330855
CTL Corp
9700 SW Harvest Ct, Bldg #100
Beaverton OR 97005
United States

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt

7. PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED.

8. CONTRACT PRICING: PRICING IS BASED ON AN ANNUAL PER SEAT COST AS SET BY CONTRACT #MA-18P-13050200000000000273. THE CONTRACTOR OFFERS A PRIMARY SOLUTION (NOTEBOOK BASED) . THE TIER THREE PRICE FOR THE PRIMARY SOLUTION IS $294.00 PER-SEAT-PER-YEAR. PRICES INCLUDE DEVICE, SOFTWARE, EXTENDED WARRANTY WITH DEPOT SUPPORT, AND PROFESSIONAL DEVELOPMENT.

9. THE STATE DOES NOT AGREE TO REIMBURSE CONTRACTOR FOR EXPENSES UNLESS OTHERWISE SPECIFIED IN THIS CONTRACT OR ITS INCORPORATED ATTACHMENTS. THE CONTRACTUAL AUTHORITY, AS IDENTIFIED BY THE NOT TO EXCEED AMOUNT, DOES NOT OBLIGATE THE STATE OF VERMONT TO EXPEND FUNDS OR PURCHASE GOODS OR SERVICES UP TO ANY AMOUNT; THE PURCHASE AMOUNT WILL BE CONTROLLED BY THE INDIVIDUAL PARTICIPATING SCHOOL USING THEIR PURCHASE ORDERS OR OTHER AUTHORIZED MEANS OR REQUISITION FOR SERVICES AND/OR GOODS AS SUBMITTED TO AND ACCEPTED BY THE CONTRACTOR.

10. QUALITY: ALL PRODUCTS PROVIDED BY CONTRACTOR UNDER THIS CONTRACT WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

11. METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING WRITTEN PURCHASE ORDER MUST BE ISSUED. PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES. ELIGIBLE K-12 SCHOOLS MAY CHOOSE TO ENTER MULTI YEAR LEASE AGREEMENTS WITH THE CONTRACTORFOR THE LTI SERVICES. ALL ELIGIBLE ENTITIES WHO ELECT TO PARTICIPATE IN THIS CONTRACT MUST COMPLETE AND SUBMIT THE "ENGAGEMENT ADDENDUM FORM" TO THE CONTRACTOR. THIS FORM CAN BE FOUND AT
http://www.aboutwsca.org/content.cfm/id/ctllti

12. INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE CONTRACTOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

13. CANCELLATION:
A. TERMINATION WITHOUT CAUSE. ANY DISCRETIONARY OR VESTED RIGHT OF RENEWAL NOTWITHSTANDING, THIS CONTRACT MAY BE TERMINATED UPON WRITTEN NOTICE BY MUTUAL CONSENT OF BOTH PARTIES OR UNILATERALLY UPON 30 DAYS WRITTEN NOTICE BY EITHER PARTY WITHOUT CAUSE.

B. STATE TERMINATION FOR NON-APPROPRIATION. THE CONTINUATION OF THIS CONTRACT BEYOND THE CURRENT BIENNIUM IS SUBJECT TO AND CONTINGENT UPON SUFFICIENT FUNDS BEING APPROPRIATED, BUDGETED, AND OTHERWISE MADE AVAILABLE BY THE STATE LEGISLATURE AND/OR FEDERAL SOURCES. THE STATE MAY TERMINATE THIS CONTRACT, AND CONTRACTOR WAIVES ANY AND ALL CLAIM(S) FOR DAMAGES, EFFECTIVE IMMEDIATELY UPON RECEIPT OF WRITTEN NOTICE (OR ANY DATE SPECIFIED THEREIN) IF FOR ANY REASON THE CONTRACTING AGENCY'S FUNDING FROM STATE AND/OR FEDERAL SOURCES IS NOT APPROPRIATED OR IS WITHDRAWN, LIMITED, OR IMPAIRED.

C. CAUSE TERMINATION FOR DEFAULT OR BREACH. A DEFAULT OR BREACH MAY BE DECLARED WITH OR WITHOUT TERMINATION. THIS CONTRACT MAY BE TERMINATED BY EITHER PARTY UPON WRITTEN NOTICE OF DEFAULT OR BREACH TO THE OTHER PARTY AS FOLLOWS:

I. IF CONTRACTOR FAILS TO PROVIDE OR SATISFACTORILY PERFORM ANY OF THE CONDITIONS, WORK, DELIVERABLES, GOODS, OR SERVICES CALLED FOR BY THIS CONTRACT WITHIN THE TIME REQUIREMENTS SPECIFIED IN THIS CONTRACT OR WITHIN ANY GRANTED EXTENSION OF THOSE TIME REQUIREMENTS; OR

II. IF ANY STATE, COUNTY, CITY OR FEDERAL LICENSE, AUTHORIZATION, WAIVER, PERMIT, QUALIFICATION OR CERTIFICATION REQUIRED BY STATUTE, ORDINANCE, LAW, OR REGULATION TO BE HELD BY CONTRACTOR TO PROVIDE THE GOODS OR SERVICES REQUIRED BY THIS CONTRACT IS FOR ANY REASON DENIED, REVOKED, DEBARRED, EXCLUDED, TERMINATED, SUSPENDED, LAPSED, OR NOT RENEWED; OR

III. IF CONTRACTOR BECOMES INSOLVENT, SUBJECT TO RECEIVERSHIP, OR BECOMES VOLUNTARILY OR INVOLUNTARILY SUBJECT

CONTRACT

State of Vermont
Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
United States

Contract ID 00000000000000000000026003		Page 3 of 4
Contract Dates 01/13/2014 to 06/30/2017		**Origin** CPS
Description: 1:1 COMPUTER EQUIP & SERVICES		**Contract Maximum** $0.00
Buyer Name Janet L Overstreet	**Buyer Phone**	**Contract Status** Approved

Vendor ID 0000330855
CTL Corp
9700 SW Harvest Ct, Bldg #100
Beaverton OR 97005
United States

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt

TO THE JURISDICTION OF THE BANKRUPTCY COURT; OR

IV. IF THE STATE MATERIALLY BREACHES ANY MATERIAL DUTY UNDER THIS CONTRACT AND ANY SUCH BREACH IMPAIRS CONTRACTOR'S ABILITY TO PERFORM; OR

V. IF IT IS FOUND BY THE STATE THAT ANY QUID PRO QUO OR GRATUITIES IN THE FORM OF MONEY, SERVICES, ENTERTAINMENT, GIFTS, OR OTHERWISE WERE OFFERED OR GIVEN BY CONTRACTOR, OR ANY AGENT OR REPRESENTATIVE OF CONTRACTOR, TO ANY OFFICER OR EMPLOYEE OF THE STATE OF MAINE, STATE OF VERMONT OR ANY OTHER WSCA-NASPO PARTICIPATING STATE WITH A VIEW TOWARD SECURING A CONTRACT OR SECURING FAVORABLE TREATMENT WITH RESPECT TO AWARDING, EXTENDING, AMENDING, OR MAKING ANY DETERMINATION WITH RESPECT TO THE PERFORMING OF SUCH CONTRACT; OR

VI. IF IT IS FOUND BY THE STATE THAT CONTRACTOR HAS FAILED TO DISCLOSE ANY MATERIAL CONFLICT OF INTEREST RELATIVE TO THE PERFORMANCE OF THIS CONTRACT.

D. TIME TO CORRECT. TERMINATION UPON A DECLARED DEFAULT OR BREACH MAY BE EXERCISED ONLY AFTER SERVICE OF FORMAL WRITTEN NOTICE, AND THE SUBSEQUENT FAILURE OF THE DEFAULTING PARTY WITHIN THIRTY (30) CALENDAR DAYS OF RECEIPT OF THAT NOTICE TO PROVIDE EVIDENCE, SATISFACTORY TO THE AGGRIEVED PARTY, SHOWING THAT THE DECLARED DEFAULT OR BREACH HAS BEEN CORRECTED.

E. WINDING UP AFFAIRS UPON TERMINATION. IN THE EVENT OF TERMINATION OF THIS CONTRACT FOR ANY REASON, THE PARTIES AGREE THAT THE PROVISIONS OF THIS PARAGRAPH SURVIVE TERMINATION:

I. THE PARTIES SHALL ACCOUNT FOR AND PROPERLY PRESENT TO EACH OTHER ALL CLAIMS FOR FEES AND EXPENSES AND PAY THOSE WHICH ARE UNDISPUTED AND OTHERWISE NOT SUBJECT TO SET OFF UNDER THIS CONTRACT. NEITHER PARTY MAY WITHHOLD PERFORMANCE OF WINDING UP PROVISIONS SOLELY BASED ON NONPAYMENT OF FEES OR EXPENSES ACCRUED UP TO THE TIME OF TERMINATION;

II. CONTRACTOR SHALL SATISFACTORILY COMPLETE WORK IN PROGRESS AT THE AGREED RATE (OR A PRO RATA BASIS IF NECESSARY) IF SO REQUESTED BY THE CONTRACTING AGENCY;

III. CONTRACTOR SHALL EXECUTE ANY DOCUMENTS AND TAKE ANY ACTIONS NECESSARY TO EFFECTUATE AN ASSIGNMENT OF THIS CONTRACT IF SO REQUESTED BY THE CONTRACTING AGENCY;

IV. CONTRACTOR SHALL PRESERVE, PROTECT AND PROMPTLY DELIVER TO THE STATE ALL EQUIPMENT, DATA, PROPRIETARY INFORMATION AND ANY OTHER PROPERTY OWNED BY THE STATE THEN IN CONTRACTOR'S POSSESSION.

14. CONTRACT TERM: THE TERM OF THIS CONTRACT IS JANUARY 13, 2014, TO JUNE 30, 2017 WITH THE OPTION TO EXTEND THE CONTRACT FOR SIX 12 MONTH PERIODS.

15. VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

16. TOWNS AND SCHOOLS OF THE STATE OF VERMONT: K-12 SCHOOLS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN THIS CONTRACT AT THE SAME PRICES, TERMS AND CONDITIONS.

17. ADDITIONAL PURCHASERS: THE UNIVERSITY OF VERMONT, VERMONT STATE COLLEGE, VERMONT K-12 SCHOOLS AND INDEPENDENT COLLEGES OF THE STATE OF VERMONT ARE COLLECTIVELY DEFINED AS THE "ADDITIONAL PURCHASERS". ITEMS FURNISHED TO ADDITIONAL PURCHASERS WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE ADDITIONAL PURCHASERS; AND NEITHER THE STATE OF VERMONT NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES SHALL ASSUME ANY RESPONSIBILITY OR LIABILITY FOR THESE PAYMENTS OR ANY OTHER ELEMENT OF ADDITIONAL PURCHASERS' PARTICIPATION IN THIS CONTRACT.

18. INTER-AGENCY NOTICE: PARTICIPATING ENTITIES ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

19. SUPPLIER CONTACT FOR SERVICE:
MIKE MAHANAY
CTL - GENERAL MANAGER SALES AND MARKETING

CONTRACT

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
United States

Contract ID 00000000000000000000026003		Page 4 of 4
Contract Dates 01/13/2014 to 06/30/2017		**Origin** CPS
Description: 1:1 COMPUTER EQUIP & SERVICES		**Contract Maximum** $0.00
Buyer Name Janet L Overstreet	**Buyer Phone**	**Contract Status** Approved

Vendor ID 0000330855
CTL Corp
9700 SW Harvest Ct, Bldg #100
Beaverton OR 97005
United States

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt

CONTRACT NUMBER: 971-327-0101
EMAIL: mmahanay@ctlcorp.com

20. REMIT PAYMENTS: PAYMENTS SHALL BE REMITTED TO THE FOLLOWING ADDRESS: THE CONTRACTOR WILL IDENTIFY THE REMIT TO ADDRESS FOR EACH PARTICIPATING ENTITY UPON SUBMISSION AND ACCEPTANCE OF THE ENGAGEMENT ADDENDUM AND PURCHASE ORDER OR LEASING DOCUMENT.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:
JANET OVERSTREET
PURCHASING AGENT
802-828-2210
FAX 802-828-2222
janet.overstreet@state.vt.us

AMENDMENT #1 - CONTRACT #26003

CONTRACT #1, Entered into by the department of Buildings and General Services, Office of Purchasing & Contracting, on behalf of the State, and by CTL Corp. as follows:

1. Add the CTL Education Chromebook NL6 product offering thereby modifying Contract Pricing identified under Section 8 of contract to include Exhibit B.

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

All other terms and conditions of contract #26003 not hereby amended shall remain in full force and effect

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

Date:_____

Signature:_____

Name:_____

Title:_____

Email:_____

By the CONTRACTOR

Date:_____

Signature:_____

Name:_____

Title:_____

Email:_____

CONTRACT

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
United States

Contract ID 00000000000000000000026003		Page 1 of 4
Contract Dates 01/13/2014 to 06/30/2017		**Origin** CPS
Description: 1:1 COMPUTER EQUIP & SERVICES		**Contract Maximum** $0.00
Buyer Name Janet L Overstreet	**Buyer Phone**	**Contract Status** Approved

Vendor ID 0000330855
CTL Corp
9700 SW Harvest Ct, Bldg #100
Beaverton OR 97005
United States

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		MOBILE COMPUTING DEVICES, SOFTWARE, AND SERVICES FOR ONE TO ONE LEARNING INITIATIVES OF K-12 SCHOOLS	EA	0.01000	0.00	0.00

CONTRACT TERMS AND ADDITIONAL INFORMATION

CTL GROUP

THIS STATE OF VERMONT CONTRACT #26003 ("CONTRACT") IS WRITTEN UNDER THE AUTHORITY GIVEN TO THE COMMISSIONER OF BUILDINGS AND GENERAL SERVICES IN 29 VSA § 903A TO PARTICIPATE IN COOPERATIVE PURCHASING AGREEMENTS WITH OTHER STATES. THIS CONTRACT IS WRITTEN TO ALLOW THE STATE OF VERMONT ("STATE" OR "CUSTOMER") TO PARTICIPATE IN THE WESTERN STATES CONTRACTING ALLIANCE - NATIONAL ASSOCIATION OF STATE PROCUREMENT OFFICIALS (WSCA-NASPO) MASTER PRICE AGREEMENT #MA-18-13050200000000000273 WITH CTL (CTL OR CONTRACTOR) ON BEHALF OF ITS AFFILIATED ENTITIES PROVIDING THE PRODUCTS AND SERVICES FOR THE PURCHASE OF MOBILE COMPUTING DEVICES, SOFTWARE, AND SERVICES TO BE USED IN THE ONE TO ONE LEARNING TECHNOLOGY INITIATIVE PROGRAM FOR K-12 SCHOOLS. THIS CONTRACT IS WRITTEN BASED ON THE REQUEST FOR PROPOSAL ISSUED BY THE STATE OF MAINE ON BEHALF OF WSCA-NASPO AND THE RESULTING WSCA-NASPO MASTER PRICE AGREEMENT #MA-18P-13050200000000000273 EFFECTIVE May 14, 2013 ("WSCA AGREEMENT #MA-18P-13050200000000000273). THIS CONTRACT INCORPORATES THE SERVICES/PRODUCTS AND PRICING OF THE WSCA AGREEMENT #MA-18P-13050200000000002673 AND ALL ITS TERMS AND CONDITIONS THAT ARE NOT IN CONFLICT WITH THE STATE OF VERMONT CONTRACT #26003, AND THE STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS COOPERATIVE PROCUREMENTS AS THE RELATIONSHIP APPLIES AND ACTIVITIES APPLY TO THE STATE OF VERMONT.

1. SCOPE: CONTRACTOR WILL PROVIDE MOBILE COMPUTING DEVICES, SOFTWARE, AND SERVICES TO BE USED IN THE ONE TO ONE LEARNING TECHNOLOGY INITIATIVE PROGRAM FOR K-12 SCHOOLS IN THE STATE OF VERMONT UNDER THE TERMS OF THIS CONTRACT, INCLUDING THE WSCA - NASPO AGREEMENT #MA-18P-13050200000000000273 , THE PARTICIPATING ADDENDUM WITH THE CONTRACTOR FOR WSCA AGREEMENT #MA-18P-13050200000000000273 AND THE STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS COOPERATIVE PROCUREMENTS.

2. TAX EXEMPTION: UNDER THIS CONTRACT, CONTRACTOR WILL WAIVE ALL TAXES FOR WHICH THE STATE OR OTHER PARTICIPATING ENTITY PROVIDES A TAX EXEMPT CERTIFICATE.

3. ENTIRE CONTRACT: THE PARTICIPATING ADDENDUM, THE WSCA AGREEMENT #MA-18P-13050200000000000273 , AND THE STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS FOR COOPERATIVE PROCUREMENTS ARE HEREBY INCORPORATED INTO THIS CONTRACT. IF A CONFLICT EXISTS AMONG PROVISIONS WITHIN THE DOCUMENTS THAT FORM THIS CONTRACT, THE FOLLOWING ORDER OF PRECEDENCE WILL APPLY:

A. THIS CONTRACT #26003

B. THE STATE OF VERMONT ADDITIONAL TERMS AND CONDITIONS FOR COOPERATIVE PROCUREMENTS (EXHIBIT C)

C. THE PARTICIPATING ADDENDUM (EXHIBIT A)

D. THE WSCA AGREEMENT #MA-18P-13050200000000000273 (AVAILABLE AT)
http://www.aboutwsca.org/content.cfm/id/ctllti

4. TERMS: NET 30 DAYS

5. QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS.

6. DELIVERY: LIABILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND ACCEPTED IN ACCORDANCE WITH THIS CONTRACT. CONTRACTOR SHALL ENSURE THAT SHIPMENTS ARE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY CONTRACTOR.

CONTRACT

State of Vermont
Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
United States

Contract ID 00000000000000000000026003		Page 2 of 4
Contract Dates 01/13/2014 to 06/30/2017		**Origin** CPS
Description: 1:1 COMPUTER EQUIP & SERVICES		**Contract Maximum** $0.00
Buyer Name Janet L Overstreet	**Buyer Phone**	**Contract Status** Approved

Vendor ID 0000330855
CTL Corp
9700 SW Harvest Ct, Bldg #100
Beaverton OR 97005
United States

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt

7. PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED.

8. CONTRACT PRICING: PRICING IS BASED ON AN ANNUAL PER SEAT COST AS SET BY CONTRACT #MA-18P-13050200000000000273. THE CONTRACTOR OFFERS A PRIMARY SOLUTION (NOTEBOOK BASED) . THE TIER THREE PRICE FOR THE PRIMARY SOLUTION IS $294.00 PER-SEAT-PER-YEAR. PRICES INCLUDE DEVICE, SOFTWARE, EXTENDED WARRANTY WITH DEPOT SUPPORT, AND PROFESSIONAL DEVELOPMENT.

9. THE STATE DOES NOT AGREE TO REIMBURSE CONTRACTOR FOR EXPENSES UNLESS OTHERWISE SPECIFIED IN THIS CONTRACT OR ITS INCORPORATED ATTACHMENTS. THE CONTRACTUAL AUTHORITY, AS IDENTIFIED BY THE NOT TO EXCEED AMOUNT, DOES NOT OBLIGATE THE STATE OF VERMONT TO EXPEND FUNDS OR PURCHASE GOODS OR SERVICES UP TO ANY AMOUNT; THE PURCHASE AMOUNT WILL BE CONTROLLED BY THE INDIVIDUAL PARTICIPATING SCHOOL USING THEIR PURCHASE ORDERS OR OTHER AUTHORIZED MEANS OR REQUISITION FOR SERVICES AND/OR GOODS AS SUBMITTED TO AND ACCEPTED BY THE CONTRACTOR.

10. QUALITY: ALL PRODUCTS PROVIDED BY CONTRACTOR UNDER THIS CONTRACT WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

11. METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING WRITTEN PURCHASE ORDER MUST BE ISSUED. PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES. ELIGIBLE K-12 SCHOOLS MAY CHOOSE TO ENTER MULTI YEAR LEASE AGREEMENTS WITH THE CONTRACTORFOR THE LTI SERVICES. ALL ELIGIBLE ENTITIES WHO ELECT TO PARTICIPATE IN THIS CONTRACT MUST COMPLETE AND SUBMIT THE "ENGAGEMENT ADDENDUM FORM" TO THE CONTRACTOR. THIS FORM CAN BE FOUND AT
http://www.aboutwsca.org/content.cfm/id/ctllti

12. INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE CONTRACTOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

13. CANCELLATION:
A. TERMINATION WITHOUT CAUSE. ANY DISCRETIONARY OR VESTED RIGHT OF RENEWAL NOTWITHSTANDING, THIS CONTRACT MAY BE TERMINATED UPON WRITTEN NOTICE BY MUTUAL CONSENT OF BOTH PARTIES OR UNILATERALLY UPON 30 DAYS WRITTEN NOTICE BY EITHER PARTY WITHOUT CAUSE.

B. STATE TERMINATION FOR NON-APPROPRIATION. THE CONTINUATION OF THIS CONTRACT BEYOND THE CURRENT BIENNIUM IS SUBJECT TO AND CONTINGENT UPON SUFFICIENT FUNDS BEING APPROPRIATED, BUDGETED, AND OTHERWISE MADE AVAILABLE BY THE STATE LEGISLATURE AND/OR FEDERAL SOURCES. THE STATE MAY TERMINATE THIS CONTRACT, AND CONTRACTOR WAIVES ANY AND ALL CLAIM(S) FOR DAMAGES, EFFECTIVE IMMEDIATELY UPON RECEIPT OF WRITTEN NOTICE (OR ANY DATE SPECIFIED THEREIN) IF FOR ANY REASON THE CONTRACTING AGENCY'S FUNDING FROM STATE AND/OR FEDERAL SOURCES IS NOT APPROPRIATED OR IS WITHDRAWN, LIMITED, OR IMPAIRED.

C. CAUSE TERMINATION FOR DEFAULT OR BREACH. A DEFAULT OR BREACH MAY BE DECLARED WITH OR WITHOUT TERMINATION. THIS CONTRACT MAY BE TERMINATED BY EITHER PARTY UPON WRITTEN NOTICE OF DEFAULT OR BREACH TO THE OTHER PARTY AS FOLLOWS:

I. IF CONTRACTOR FAILS TO PROVIDE OR SATISFACTORILY PERFORM ANY OF THE CONDITIONS, WORK, DELIVERABLES, GOODS, OR SERVICES CALLED FOR BY THIS CONTRACT WITHIN THE TIME REQUIREMENTS SPECIFIED IN THIS CONTRACT OR WITHIN ANY GRANTED EXTENSION OF THOSE TIME REQUIREMENTS; OR

II. IF ANY STATE, COUNTY, CITY OR FEDERAL LICENSE, AUTHORIZATION, WAIVER, PERMIT, QUALIFICATION OR CERTIFICATION REQUIRED BY STATUTE, ORDINANCE, LAW, OR REGULATION TO BE HELD BY CONTRACTOR TO PROVIDE THE GOODS OR SERVICES REQUIRED BY THIS CONTRACT IS FOR ANY REASON DENIED, REVOKED, DEBARRED, EXCLUDED, TERMINATED, SUSPENDED, LAPSED, OR NOT RENEWED; OR

III. IF CONTRACTOR BECOMES INSOLVENT, SUBJECT TO RECEIVERSHIP, OR BECOMES VOLUNTARILY OR INVOLUNTARILY SUBJECT

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TO THE JURISDICTION OF THE BANKRUPTCY COURT; OR

IV. IF THE STATE MATERIALLY BREACHES ANY MATERIAL DUTY UNDER THIS CONTRACT AND ANY SUCH BREACH IMPAIRS CONTRACTOR'S ABILITY TO PERFORM; OR

V. IF IT IS FOUND BY THE STATE THAT ANY QUID PRO QUO OR GRATUITIES IN THE FORM OF MONEY, SERVICES, ENTERTAINMENT, GIFTS, OR OTHERWISE WERE OFFERED OR GIVEN BY CONTRACTOR, OR ANY AGENT OR REPRESENTATIVE OF CONTRACTOR, TO ANY OFFICER OR EMPLOYEE OF THE STATE OF MAINE, STATE OF VERMONT OR ANY OTHER WSCA-NASPO PARTICIPATING STATE WITH A VIEW TOWARD SECURING A CONTRACT OR SECURING FAVORABLE TREATMENT WITH RESPECT TO AWARDING, EXTENDING, AMENDING, OR MAKING ANY DETERMINATION WITH RESPECT TO THE PERFORMING OF SUCH CONTRACT; OR

VI. IF IT IS FOUND BY THE STATE THAT CONTRACTOR HAS FAILED TO DISCLOSE ANY MATERIAL CONFLICT OF INTEREST RELATIVE TO THE PERFORMANCE OF THIS CONTRACT.

D. TIME TO CORRECT. TERMINATION UPON A DECLARED DEFAULT OR BREACH MAY BE EXERCISED ONLY AFTER SERVICE OF FORMAL WRITTEN NOTICE, AND THE SUBSEQUENT FAILURE OF THE DEFAULTING PARTY WITHIN THIRTY (30) CALENDAR DAYS OF RECEIPT OF THAT NOTICE TO PROVIDE EVIDENCE, SATISFACTORY TO THE AGGRIEVED PARTY, SHOWING THAT THE DECLARED DEFAULT OR BREACH HAS BEEN CORRECTED.

E. WINDING UP AFFAIRS UPON TERMINATION. IN THE EVENT OF TERMINATION OF THIS CONTRACT FOR ANY REASON, THE PARTIES AGREE THAT THE PROVISIONS OF THIS PARAGRAPH SURVIVE TERMINATION:

I. THE PARTIES SHALL ACCOUNT FOR AND PROPERLY PRESENT TO EACH OTHER ALL CLAIMS FOR FEES AND EXPENSES AND PAY THOSE WHICH ARE UNDISPUTED AND OTHERWISE NOT SUBJECT TO SET OFF UNDER THIS CONTRACT. NEITHER PARTY MAY WITHHOLD PERFORMANCE OF WINDING UP PROVISIONS SOLELY BASED ON NONPAYMENT OF FEES OR EXPENSES ACCRUED UP TO THE TIME OF TERMINATION;

II. CONTRACTOR SHALL SATISFACTORILY COMPLETE WORK IN PROGRESS AT THE AGREED RATE (OR A PRO RATA BASIS IF NECESSARY) IF SO REQUESTED BY THE CONTRACTING AGENCY;

III. CONTRACTOR SHALL EXECUTE ANY DOCUMENTS AND TAKE ANY ACTIONS NECESSARY TO EFFECTUATE AN ASSIGNMENT OF THIS CONTRACT IF SO REQUESTED BY THE CONTRACTING AGENCY;

IV. CONTRACTOR SHALL PRESERVE, PROTECT AND PROMPTLY DELIVER TO THE STATE ALL EQUIPMENT, DATA, PROPRIETARY INFORMATION AND ANY OTHER PROPERTY OWNED BY THE STATE THEN IN CONTRACTOR'S POSSESSION.

14. CONTRACT TERM: THE TERM OF THIS CONTRACT IS JANUARY 13, 2014, TO JUNE 30, 2017 WITH THE OPTION TO EXTEND THE CONTRACT FOR SIX 12 MONTH PERIODS.

15. VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

16. TOWNS AND SCHOOLS OF THE STATE OF VERMONT: K-12 SCHOOLS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN THIS CONTRACT AT THE SAME PRICES, TERMS AND CONDITIONS.

17. ADDITIONAL PURCHASERS: THE UNIVERSITY OF VERMONT, VERMONT STATE COLLEGE, VERMONT K-12 SCHOOLS AND INDEPENDENT COLLEGES OF THE STATE OF VERMONT ARE COLLECTIVELY DEFINED AS THE "ADDITIONAL PURCHASERS". ITEMS FURNISHED TO ADDITIONAL PURCHASERS WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE ADDITIONAL PURCHASERS; AND NEITHER THE STATE OF VERMONT NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES SHALL ASSUME ANY RESPONSIBILITY OR LIABILITY FOR THESE PAYMENTS OR ANY OTHER ELEMENT OF ADDITIONAL PURCHASERS' PARTICIPATION IN THIS CONTRACT.

18. INTER-AGENCY NOTICE: PARTICIPATING ENTITIES ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

19. SUPPLIER CONTACT FOR SERVICE:
MIKE MAHANAY
CTL - GENERAL MANAGER SALES AND MARKETING

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CONTRACT NUMBER: 971-327-0101
EMAIL: mmahanay@ctlcorp.com

20. REMIT PAYMENTS: PAYMENTS SHALL BE REMITTED TO THE FOLLOWING ADDRESS: THE CONTRACTOR WILL IDENTIFY THE REMIT TO ADDRESS FOR EACH PARTICIPATING ENTITY UPON SUBMISSION AND ACCEPTANCE OF THE ENGAGEMENT ADDENDUM AND PURCHASE ORDER OR LEASING DOCUMENT.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:
JANET OVERSTREET
PURCHASING AGENT
802-828-2210
FAX 802-828-2222
janet.overstreet@state.vt.us

AMENDMENT #1 - CONTRACT #26003

CONTRACT #1, Entered into by the department of Buildings and General Services, Office of Purchasing & Contracting, on behalf of the State, and by CTL Corp. as follows:

1. Add the CTL Education Chromebook NL6 product offering thereby modifying Contract Pricing identified under Section 8 of contract to include Exhibit B.

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

All other terms and conditions of contract #26003 not hereby amended shall remain in full force and effect

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

Date:_____

Signature:_____

Name:_____

Title:_____

Email:_____

By the CONTRACTOR

Date:_____

Signature:_____

Name:_____

Title:_____

Email:_____