

Modification No. 1
TO
CONTRACT NO. VA-200114-SHI
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
SHI International Corporation

This Modification No. 1 ("**Modification**") is an agreement between the Virginia Information Technologies Agency ("**VITA**"), pursuant to § 2.2-2012 of the *Code of Virginia* and on behalf of the Commonwealth of Virginia ("**State**" or "**Commonwealth**"), and SHI International Corporation ("**Supplier**"). This Modification is hereby incorporated into and made an integral part of Contract No. VA-200114-SHI ("**Contract**").

The purpose of this Modification is to document the mutual agreement between the Supplier and VITA to modify the Contract as follows:

Section C. Fees and Charges section currently reads as follows:

Fees and Charges As consideration for the Microsoft Products and Online Services provided hereunder, the Authorized User shall pay Supplier the associated Microsoft reference price and/or Estimated Retail Price less the percentage discount(s) set forth in Exhibit C. The percentage discount(s), or greater discount(s), shall be applicable throughout the term of this Contract, including any extensions thereto. The Supplier may offer promotional discounts higher than the percentage discount set forth in Exhibit C, provided Supplier offers such promotional discounts to all Authorized Users and provides VITA with advance written notice of such promotional discounts. Supplier shall be solely responsible for payment to Microsoft of any and all fees for Microsoft Products and Online Services.

Section C. Fees and Charges section now reads as follows:

Fees and Charges As consideration for the Microsoft Products and Online Services provided hereunder, the Authorized User shall pay Supplier the associated Microsoft reference price and/or Estimated Retail Price less the percentage discount(s) set forth in Exhibit C. The percentage discount(s), or greater discount(s), shall be applicable throughout the term of this Contract, including any extensions thereto. The Supplier may offer promotional discounts higher than the percentage discount set forth in Exhibit C, provided Supplier offers such promotional discounts to all Authorized Users and provides VITA with advance written notice of such promotional discounts. Supplier shall be solely responsible for payment to Microsoft of any and all fees for Microsoft Products and Online Services.

The fees, and any associated discounts, will be applicable throughout the Term of this Contract unless modified pursuant to the terms and conditions below. In the event the fees or discounts apply for any period less than the entire Term, Supplier agrees that it will not increase the fees (SHI Services – ITAM, SHI Services – Training or SHI Services – MS Services) during the first twelve (12) month period following the Effective Date, and will not increase the fees more than once in any subsequent twelve (12) month period thereafter. No increase in fee amounts will exceed the lesser of three percent (3%) or the annual increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, Not Seasonally Adjusted, as published by the Bureau of Labor Statistics of the Department of Labor (<http://www.bls.gov/cpi/home.htm>), for the date of the increase compared with the same index one (1) year prior. Supplier must submit any change in price in writing to VITA and to the Authorized User if the change impacts any SOW or order and in accordance with the above and will not become effective for 60 calendar days thereafter

The foregoing is the complete and final expression of the agreement between Supplier and VITA to modify the Contract and cannot be modified, except by a writing signed by a duly authorized representative of each of Supplier and VITA.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT MODIFICATION ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THE CONTRACT AND ACKNOWLEDGE THAT EACH OF THE SUPPLIER AND THE COMMONWEALTH AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

SHI International Corporation

BY: Kristina Mann

NAME: Kristina Mann

TITLE: Senior Lead Contracts Specialist

DATE: 03/20/2020

**VITA, on behalf of the
COMMONWEALTH OF VIRGINIA**

BY: [Signature]

NAME: GREGORY SCEARCE

TITLE: STRATEGIC SOURCING SPECIALIST

DATE: 3.20.2020