

MODIFICATION NO. 03
TO
CONTRACT NUMBER VA-221130-MACB
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
MAC BUSINESS SOLUTIONS

This Modification No. 03 ("**Modification 03**") 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 ("**Commonwealth**"), and Mac Business Solutions ("**Supplier**"), to modify and amend Contract No. VA-221130-MACB ("**Contract**") in accordance with the terms and conditions of this Modification. This Modification and any attachments thereto is, upon execution by VITA and Supplier (each a "**Party**" and, collectively, the "**Parties**"), incorporated into and made an integral part of the Contract.

Capitalized terms used in this Modification 03 have the meaning ascribed to them in the Contract unless otherwise defined in this Modification 03.

In consideration of the recitals set forth above, which are hereby restated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Supplier and VITA agree to amend the Contract as follows:

1. Supplier and VITA agree that the following language will be added to the Contract as **Section 13.H, "Supplier Buyback Program"** and will constitute this section in its entirety:

In accordance with Virginia Code § 2.2-1124(B)(16), Authorized Users will have the right to utilize any Supplier programs relating to the buy-back or trade-in of Products offered under this Contract. Supplier shall ensure that any Products returned comply with VITA's data removal standards (SEC 514). The specific parameters and procedures for the return of the Products, data removal, as well as any Supplier fees, credits, or payments, for the buy-back or trade-in service or data destruction, will be set forth in the applicable SOW between Supplier and the Authorized User. Supplier must provide certification of destruction to Authorized User if applicable.

The changes set forth in this Modification are effective immediately.

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 writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN UNCHANGED.

PERSONS SIGNING THIS 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.

MAC BUSINESS SOLUTIONS

VITA, on behalf of the
COMMONWEALTH OF VIRGINIA

BY: Sonny Tohan

BY: Larry White

NAME: Sonny Tohan

NAME: Larry White

TITLE: CEO

TITLE: Category Manager
IT Hardware & Public Safety

DATE: 6/9/2025 11:20:23 AM

DATE: 7/14/2025 10:40:48 AM