

Notice of Material Change to the Vendor Contract

Pursuant to the terms of your awarded vendor contract, all vendors must notify Region 4 Education Service Center ("Region 4") when any material change in operations, that may adversely affect members, (i.e. assignment, bankruptcy, change of ownership, merger, etc.) is made. No material change may be made to the contract without the prior written approval of Region 4. Region 4 reserves the right to accept or reject any new party.

GovConnection, Inc. _____ (vendor company name) hereby provides notice of the following material change to TCPN contract number: R160202 on this date September 8, 2019.

Instructions: (Vendors must check all that may apply and provide supporting documentation. Place your initials next to each item to confirm that documents are, indeed, included. Be sure to sign the signature page with all require signatures, prior to submitting your notice to Region 4 for approval).

- | | |
|--|---|
| <input type="checkbox"/> Assignment
_____ Indicate if you're assigning to your own subsidiary
_____ Assumption agreement
_____ Other supporting documentation | <input type="checkbox"/> Change in ownership (sale/purchase)
_____ Asset purchase agreement
_____ Other supporting documentation |
| <input type="checkbox"/> Bankruptcy
_____ Official legal Notice of Bankruptcy Proceedings
_____ Other supporting documentation | <input type="checkbox"/> Acquisition
_____ Asset Purchase Agreement
_____ Other supporting documentation |
| <input type="checkbox"/> Merger
_____ Share Exchange Agreement
_____ Merger and Acquisition Agreement
_____ Asset Purchase Agreement
_____ Other supporting documentation | <input checked="" type="checkbox"/> Other
_____ <u>N/A</u> Supporting documentation |

Notes: Vendor may include any other notes regarding the material change here: (attach another page if necessary).

GovConnection's parent company PC Connection has decided to re-brand the company as "Connection" legal structure remains the same. Only branding and DBA has changed.

In lieu of this notice, Connection (GovConnection) acknowledges and understands that they shall remain responsible for payments, reporting and records maintenance pursuant to the terms of the TCPN agreement. Likewise, upon approval of this notice, TCPN awarded contract holder and/or subsequent assignee agree to and understand the following principles:

i) Contract holder reference. If the contract holder undergoes a merger, acquisition or partial assignment, in which case they still maintain the contract, then all transactions made under the existing TCPN contract number ** (including purchase orders) must reference the name of the awarded TCPN contract holder. The exception to this requirement is if the TCPN contract holder no longer

** R160202



holds the contract or if the company has been acquired by another company and undergone a name change. Notice of the authorized name change, to the existing TCPN contract, must be provided and approved by Region 4.

In instances where the contract holder has acquired a separate and distinct company, and it is necessary to designate those certain purchases facilitated by the non-contract holder, then this designation may be made if, and only if, the TCPN Contract holder is also referenced on the transaction.

ii) Maintenance of records. Both the awarded contract holder and subsequent assignee agree to remain responsible for maintaining all auditable records, including documents kept in the ordinary course of business and sales invoices, related to TCPN and/or contract number pursuant to the statutory requirements identified in the vendor contract.

iii) Payments. Both the awarded contract holder and subsequent assignee agree that all payments made by participating entities must be made directly to the contract holder, unless otherwise approved by Region 4. Accordingly, both parties acknowledge that in instances where it is necessary to designate the purchases facilitated by assignee, that the contract holder must also be referenced on the purchase order.

iii) Handling of Proprietary and/or Confidential Information. In accord with the terms of the TCPN contract, both awarded vendor and assignee agree that at all times it will hold in strict confidence and not disclose to any third party Confidential and/or Proprietary information of TCPN, except as approved in writing by Region 4, and will use the Confidential Information for no purpose other than providing services under contract number . Both awarded vendor and assignee shall only permit access to Confidential Information to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein.

This document is to be construed in strict accordance with the terms and conditions outlined in the TCPN/vendor master agreement referenced herein. Both awarded vendor and assignee agree to uphold the vendor obligations set forth in the vendor agreement. This Agreement will become effective when signed by all parties.

AGREED AND ACCEPTED AS OF THE DATE FIRST SET FORTH ABOVE:

Company name of awarded vendor
GovConnection DBA: Connection

Official name of assigned or added company
N/A - ownership remains unchanged

BY: Donna Mullen
Digitally signed by Donna Mullen
DN: cn=Donna Mullen, email=donna.mullen@connection.com, c=US
Date: 2016.09.14 16:18:06 -0700

BY: _____

NAME: Donna Mullen

NAME: _____

TITLE: Sr. Director, Contracts

TITLE: _____

Region 4 Education Service Center

TCPN

BY: [Signature]

BY: _____

NAME: Robert Engelmann

NAME: _____

TITLE: CFO

TITLE: _____

DATE: 9/14/16

DATE: _____