



**STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT**

AMENDMENT #: 1

CONTRACT #: AR2505

Starting Date: Unchanged Expiration Date: Unchanged

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and Quest Media & Supplies, Inc. (Referred to as CONTRACTOR).

**BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:**

This amendment adds the following terms to Section 13 of the Master Agreement:

c. Except as otherwise set forth in the Indemnification Paragraphs above, the limit of liability shall be as follows:

(1) Contractor's liability for any claim, loss or liability arising out of, or connected with the Services provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages for one million dollars (\$1,000,000),


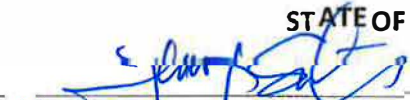
(2) The Purchasing Entity may retain such monies from any amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted against the Purchasing Entity unless Contractor at the time of the presentation of claim shall demonstrate to the Purchasing Entity's satisfaction that sufficient monies are set aside by the Contractor in the form of a bond or through insurance coverage to cover associated damages and other costs.

(3) Notwithstanding the above, neither the Contractor nor the Purchasing Entity shall be liable for any consequential, indirect or special damages of any kind which may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by the Purchasing Entity, the Contractor, or by others.

d. The limitations of liability in Section 13(c) do not apply to claims for bodily injury or death as set forth in Section 13(a) or Intellectual Property Claims as set forth in Section 13(b).

Effective Date of Amendment:

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

			
<b>CONTRACTOR</b>		<b>STATE OF UTAH</b>	
Contractor's Signature	Date	Kent Beers Director	Date
Ryan O'Keeffe	2/1/17	State of Utah Division of Purchasing	2.2.2017
Contractor's Name (Print)			
Director, Service Management			
Title (Print)			
Purchasing Agent	Phone #	e-mail	Contract #
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