

FIRST AMENDMENT AGREEMENT
TO
CONTRACT BETWEEN
THE STATE OF CONNECTICUT
AND
GUIDESOFT, INC. DBA KNOWLEDGE SERVICES
FOR
INFORMATION TECHNOLOGY VENDOR MANAGED SERVICES

This First Amendment Agreement (the "Amendment") is made as of the 23rd day of February, 2018, by and between Guidesoft, Inc. dba Knowledge Services (the "Contractor"), with a principal place of business at 5875 Castle Creek Parkway N Drive, Suite 400, Indianapolis, Indiana, acting by Julianna M. Bielawski, its Chief Executive Officer, duly authorized, and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 450 Columbus Boulevard, Hartford, Connecticut, acting by Elizabeth Basso, its Contract Specialist, duly authorized, in accordance with Sections 4a-2(2), 4a-51, 4a-57 and 4a-59 of the Connecticut General Statutes.

WHEREAS, DAS and the Contractor entered into an agreement dated 25 August 2017 for INFORMATION TECHNOLOGY VENDOR MANAGED SERVICES, (the "Agreement"); and

WHEREAS DAS and the Contractor desire to amend the Agreement.

Now therefore, the Contractor and DAS agree as follows:

Contract Section 11. NASPO VALUEPOINT PROVISIONS; C. Administrative Fees

The following language shall be deleted:

- 1. The Contractor shall pay to NASPO ValuePoint, or its assignee, an administrative fee ("NASPO ValuePoint Administrative Fee") of one-quarter of one percent (0.25% or 0.0025) to be calculated against the total vendor managed service fees **paid** during the quarter no later than sixty (60) days following the end of each calendar quarter.*

And shall be replaced by:

- 1. The Contractor shall pay to NASPO ValuePoint, or its assignee, an administrative fee ("NASPO ValuePoint Administrative Fee") of one-quarter of one percent (0.25% or 0.0025) to be calculated against the total vendor managed service fees **invoiced** during the quarter no later than sixty (60) days following the end of each calendar quarter.*

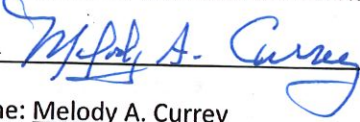
All other terms and conditions not otherwise affected by this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment through their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

GUIDESOFT, INC. DBA KNOWLEDGE SERVICES

STATE OF CONNECTICUT
Department of Administrative Services

By: 

By: 

Name: Julianna M. Bielawski

Name: Melody A. Currey

Title: Chief Executive Officer

Title: Commissioner

Date: February 23, 2018

Date: 3/16/18