

The Organization for Educational Technology and Curriculum Cooperative Contract #OETC-Doccam-2013

1 Contracting Parties

This Joint Cooperative Contract is between the public members of the Organization for Educational Technology and Curriculum (hereinafter "OETC"), with its principle place of business at 14145 SW Galbreath Drive, Sherwood, Oregon 97140 and the following:

Max Interactive Inc.

Name

2940 Grace Lane, #D

Address

Costa Mesa CA 92626

City State Zip

Legal Status Of Contractor:

☐ Sole Proprietor

☐ Non-Profit Corporation

☒ For-Profit Corporation

☐ Partnership

☐ Government Agency

Main Contact

Robin Moore

Name

robin@maxcases.com

Email

888 799 6837 (626 447 1102 inside line)

888 799 6837 fax

Phone Number Fax Number

Address

City State Zip

Ordering Contact

Stacy

Name

stacy@maxcases.com

Email

888 799 6837

Phone Number

888 799 6837

Fax Number

Address

City State Zip

2 Contract Details

Effective Date:

Date of last signature

Termination Date:

3 years from "Effective Date"

Renewal options (if any):

Three (3) additional one (1) year terms

Pricing:

See Exhibit B – Pricing (attached)

Payment Terms:

Net 30

Days Required for Delivery:

Shipped within 30 Days after receipt of order

Minimum Order:

None

Freight Terms:

F.O.B. Destination – Freight Prepaid

Administrative Fee:

3%

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3 General Terms and Conditions

3.1 Manufacturer Product Line(s)

This contract authorizes the Contractor to provide the following manufacturer's product line:
Max Interactive. No other equipment or maintenance will be covered under this contract, unless identified in an amendment to the contract.

3.2 The OETC Contract Manager

Thomas Richards
Executive Director
14145 SW Galbreath Drive
Sherwood, Oregon 97140

Email: contracts@oetc.org
Voice: (503) 625-0501
Fax: (503) 625-0504

3.3 Quantity Estimates

The OETC and its Membership do not guarantee to purchase any amount under this Agreement.

3.4 Contractor Requirements

3.4.1 Contractor Responsibility

Contractor is solely responsible for fulfillment of the responsibilities under the terms and conditions of this Contract. Without diminishing the foregoing, Contractor may authorize one or more of its Fulfillment Partners, as defined in this Agreement, Appendix C, to directly fulfill any of its responsibilities under this Agreement. References in this Contract to the "Contractor" shall be understood to refer to its respective Fulfillment Partners as authorized in Appendix C

The purchasing Member will issue purchase orders and make payments to the OETC. The OETC shall make purchases and payments to the Contractor. Contractor may apply for exceptions to this fulfillment arrangement with the OETC contact

3.4.2 Fulfillment Partners

If Contractor utilizes Fulfillment Partners, the Contractor must authorize the Fulfillment Partners by listing them on Exhibit C. A list of the Fulfillment Partners authorized under Exhibit C will be posted on the OETC Website at www.oetc.org. This list will be updated as changes are made during the contract term.

Fulfillment Partners must at all times be qualified and authorized by Contractor in order to participate under this Contract. Fulfillment Partners are authorized by Contractor to fulfill any requirements under this Contract and are further subject to reasonable approval of the OETC.

3.4.3 Pricing

Contractor certifies the pricing outlined in Exhibit B with the inclusion of the OETC administrative fee is the lowest possible price available to OETC members.

3.4.4 The OETC Administration Fee

The OETC accepts purchase orders and payment from its Members. The OETC then issues purchase orders and remits payment to the Contractor or its Fulfillment Partners for the Member's purchase price less the OETC's administrative fee as outlined in §2 of this Contract.

The Contractor may apply for a fee reduction or alternative payment means by contacting the OETC Contract Administrator. Sole discretion for whether or not to grant a fee reduction request lies with the OETC Contract Administrator.

The administration fee is calculated by multiplying the administrative fee against each line item's price after all applicable discounts. The item is then purchased by the OETC for the net purchase price less the administrative fee percentage.

3.4.5 Website Development and Maintenance

Contractor must maintain a website that outlines the contract basics (product lines, expiration, basic OETC information) and directs visitors to the appropriate product listing page at <http://store.oetc.org>

3.4.6 Rollout and Marketing

Contractor shall conduct a marketing effort. This effort shall include any marketing conditions proposed in the response to the RFP. All marketing materials must include the OETC logo supplied in the marketing pack. Use of the OETC logo must follow the OETC's marketing guidelines also supplied in the marketing pack.

3.4.7 Contractor's Scope of Equipment and Services

Contractor may only fill contract orders with Members from the scope of equipment and services under this Contract. Any sale made under this Contract by the Contractor of equipment, products or services not explicitly covered by the original or hereafter updated or amended by the parties, may result in contract termination for cause.

3.4.8 E-Rate Requirement

If applicable Contractor must participate in the Federal Communication Commission's E-rate discount program established under authority of the Federal Telecommunications Commission Act of 1996. The Contractor's participation and implementation of this program must not include any service or administration fee.

3.4.9 Product Revision Requests

Contractor must submit updated price list(s) upon publication, or any other product model changes, addition of new products, product upgrades or services in a timely manner and in the format proscribed in Appendix B – Pricing (XLS) and in accordance with the discount specified in Exhibit B.

Contractor agrees to delete obsolete and discontinued products from the contract price list(s) on a timely basis. Major product model changes will be incorporated into the contract as soon as possible after product introduction, to be offered at the same rate of discount for the appropriate price list product category and its discount.

The Contractor shall provide at least 30 days notice to the OETC for all price increase and product removal before they take effect. The Contractor must also honor existing purchase orders not yet fulfilled.

3.4.10 OETC Member-State Coverage

Contractor or its Fulfillment Partner designees will serve all members of the OETC.

3.4.11 Resolution of Member Problems

Escalation of outstanding contract issues, including warranty, maintenance or service issues, shall be first resolved in accordance with the Contractor's or Fulfillment Partner's escalation procedures posted and maintained at the Fulfillment Partner's website or in a service level agreement (SLA).

For all ongoing, transactional issues that cannot be resolved satisfactorily following the Reseller escalation procedures, customers should contact the OETC's customer service team.

3.5 Term and Cancellation

3.5.1 Term

This Agreement shall commence on the Effective Date and continue thereafter through the Termination Date (the "Initial Term"), unless sooner terminated, as provided in this Agreement.

The Agreement may be extended and amended after the initial Term upon mutual written agreement by the parties prior to the expiration of any then current term.

The Agreement is renewable on a bi-annual or annual basis, up to a maximum of four total renewals years (contract potential is 7 years, including all renewal options).

3.5.2 Termination for Convenience

The Agreement: Either party may terminate this Agreement for convenience at any time by providing the other party with at least one hundred twenty (120) calendar days' written notice prior to the effective date of the cancellation. The termination date specified in the notice shall be on or after the first anniversary of the Effective Date of the initial contract term. The Agreement shall automatically terminate at the end of the period for which notice is given.

Any cancellation under this provision shall not affect the rights and obligations of either party attending orders outstanding at the time of cancellation, e.g., any right of rights of Contractor payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any prior order.

3.5.3 Termination for Default

The OETC or Contractor may terminate this Agreement if either party breaches the terms of the Agreement as follows: (a) immediately upon providing written notice to the breaching party if the breach is not capable of being cured, and (b) sixty (60) calendar days after providing written notice to the breaching party if the breaching party otherwise fails to cure a material breach within such sixty (60) calendar day period or commence cure within such sixty (60) calendar day period or diligently pursue completion of such cure.

3.5.4 Validity of Orders

The parties agree that if a purchasing Member places a firm Order prior to the expiration or termination of this Agreement, which by its terms would extend beyond the expiration or termination of this Agreement, and Contractor has accepted such Purchase Order(s) prior to the expiration or termination of the Agreement, then any such Purchase Order(s) (i) shall remain in effect and be governed by the terms and conditions of this Agreement, and (ii) shall survive expiration of this Agreement in accordance with the terms herein but will not be considered an extension of the term of the Agreement nor a renewal thereof.

No orders placed after expiration or termination of this Agreement shall be valid.

3.6 Compliance With Laws And Regulations

The respective party's performance under this Contract shall comply fully with all applicable Federal and State laws and regulations (including, but not limited to, any hazardous chemical laws and regulations) to the extent they are applicable to the Products and/or Services provided under this Contract. In the event Contractor fails to comply with such requirements, Member's sole and exclusive remedy shall be payment by Contractor of any liens imposed on Member by the party entitled to enforce such laws due to Contractor's failure to comply.

3.7 Governing Laws

This Agreement and disputes hereunder solely between the OETC acting on behalf of its Membership and Contractor shall be construed in accordance with the laws of the State of Oregon, or the Member State bringing suit. Venue for any claim, dispute or action concerning this Agreement shall be in Oregon or Member State.

3.8 Severability

If any provision of this Agreement is declared by a court of competent jurisdiction to be illegal or otherwise unenforceable, such provision shall be null and void and shall be deemed deleted from this Agreement. The remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the provision that is deemed deleted. Notwithstanding the foregoing, if this paragraph becomes applicable, and, as a result, the value of this Agreement is materially impaired for either party, as determined by the affected party in its reasonable discretion, then the affected party may declare the Agreement terminated upon thirty (30) days written notice to the other party.

3.9 Force Majeure

Except for the obligation to pay monies due and owing, neither party shall be liable for any delay or failure in performance due to events outside the defaulting party's reasonable control, including, without limitation, acts of God, earthquake, labor disputes, shortages of supplies, actions of governmental entities, riots, war, terrorism, fire, epidemics, or delays of common carriers. The obligations and rights of the excused party shall be extended on a day-by-day basis for the time period equal to the period of the excusable delay. When payments are delayed solely due to a force majeure event, late fees with respect to such payment will not accrue during the period of such force majeure event.

3.10 Firm Price Discount

The pricing discounts set forth in Exhibit B - Pricing applies to purchases made under the terms and conditions set forth in this document and are firm for the stated Contract term. The pricing discounts will be applied against Contractor's then current, Education Price List at the time of acceptance of the Purchase Order by Contractor to determine the net price to be paid by the OETC and the OETC Member for Products and Services under this Agreement.

Fulfillment Partners are required to sell Products or Services at not less than the stated pricing discounts set forth in this Agreement, and may offer additional incremental discounts, in their sole discretion.

Additional discounts given by Contractor or its Fulfillment Partners to any single OETC Member are valid to all OETC Members for the same terms, conditions, quantities and commitments by original OETC Member for a two week period after original purchase order is accepted by Contractor or its Fulfillment Partner.

To the extent that a Member proposes additional requirements or a change to the stated terms and conditions set forth in this Agreement, both Contractor and the Member shall mutually agree to such change in writing in a separate addendum. However, the Contractor reserves the right, as a condition of giving its consent, to require a modification of the pricing discounts stated herein to reflect potential additional costs, obligations, risks or liabilities associated such additional terms for Contractor.

3.11 Conflict Of Interest

The contractor certifies that it has not offered or given any gift or compensation prohibited by state laws of any OETC Member to any officer or employee of the OETC to secure favorable treatment with respect to entering into this Agreement.

4 Definitions:

This section contains definitions that are used throughout this Agreement.

“Contractor” shall mean awarded respondent, its employees, and agents. Contractor also includes any firm, provider, organization, individual, or other entity performing the business activities under this Agreement authorized by and on behalf of Contractor. It shall also include any Subcontractor retained by Contractor as permitted under the terms of this Agreement.

“Contractor Main Contact” shall mean the person designated by Contractor to answer all contract inquiries, provide all pricing updates, and maintain other contract Exhibits.

“Contractor Order Contact” shall mean the person designated by Contractor to receive all OETC purchase orders.

“Education Price List” shall mean the manufacturer’s suggested retail price for the education channel. If a manufacturer does not have an education price list, then the non-education price list shall be used for the discount calculation.

“Effective Date” (OETC Master Agreement)— shall mean the date of execution and signature by both Contractor and the OETC, acting on behalf of and with the intent to bind the OETC membership pursuant to its authority as the member’s agent.

“Equipment” shall mean tangible hardware offerings incorporated within the scope of this Agreement and associated with communications as listed on Appendix A, Exhibit A.

“Fulfillment Partner” (also referred to as “Reseller”) shall mean a third party contractor qualified and authorized by Contractor, and approved by the OETC, who may, to the extent authorized by Contractor, fulfill any of the requirements of this Agreement including but not limited to providing Products and Services under this Agreement at the Prices established in this Agreement. Contractor may, upon written notice to the OETC, add or delete authorized Fulfillment Partners as necessary at any time during the contract term. Fulfillment Partner has no authority to amend this Agreement or to bind Contractor to any additional terms and conditions.

“Member” or “OETC Member” shall mean any public, accredited organization having good standing with the OETC.

“Membership” or “OETC Membership” shall mean the entire OETC membership as represented by the OETC.

“Price” shall mean charges, costs, rates, and/or fees charged with the addition of the OETC Administrative Fee for the Products and Services under this Contract to the and shall be paid in United States dollars by the OETC members.

“FOB” shall mean Freight on Board with cost of shipping to the Member’s door included and paid by Contractor or its Fulfillment Partners.

“Contract Manager” shall mean the individual designated as the contract manager by the OETC, as responsible for the legal maintenance and administration of this Agreement, notices, reports and any other pertinent documentation or information.

5 Signature Page


Documents incorporated into this contract by reference but not attached:

1. OETC RFP# OETC-Doccam-2013
2. All other governmental laws or regulations applicable to the Products and/or Services authorized for the purchasing under this contract
3. Oregon State Code and Administrative Rules

This contract, including the above-reference Exhibits, Attachments and Appendices, constitutes the Complete Agreement between the parties hereto concerning the subject matter of this Agreement and replaces any prior or contemporaneous oral or written communications between the parties.

In witness whereof, the parties sign and cause this contract to be executed.

Contractor


Contractor Signature

Robin Moore Reg'l Mgr of Treas
Type or Print Name and Title

6/25/2013
Date

OETC


Thomas Richards
Executive Director, OETC

7/9/13
Date

6 Exhibit A

See attached XLS document title "Max Interactive-Doccam-2013-Exhibits"

7 Exhibit B

See attached XLS document title "Max Interactive-Doccam-2013-Exhibits"

8 Exhibit C

See attached XLS document title "Max Interactive-Doccam-2013-Exhibits"

					New price	
709	Double Arm Doc Stand	179	199	10%		
708	Single Arm Doc Stand	149	179	16.80%		
707	T-1 Table Stand	\$49.00	\$60		\$49	lower price
	248 Scholar	\$25	37	32.40%	\$24.75	lower price
	406 Defender II	\$25	37	32.40%	\$24.75	lower price
	407 Defender III	\$25	37	32.40%	\$24.75	lower price
	202 Oxford	\$25	37	32.40%	\$24.75	lower price
	273 Guardian	\$25	37	32.40%	\$24.75	lower price
	303 Educator no embossing	\$25	37	32.40%	\$24.75	Educator case now is 303
	606 Educator C no embossing	\$25	37	32.40%	\$24.75	duplicate 303
	505 Mini Max case	\$22	29	24.10%	\$23.00	increase price
	606 Max Gel C: no embossing	\$25	37	32.40%	\$24.75	lower price
	601 Silicon case no embossing	\$25	37	32.40%	\$24.75	
	605 Big Foam C no embossing	\$45	\$50	10.00%	\$45	price increase
	920 Max Key Case	\$72	99	27.30%		
	1000 Max Stylus	\$7	12	41.70%	\$6.95	added part number
	1001 Max Stylus/pen	\$9	20	55%	\$8.95	added part number
	10 ID Window, except 609, 920	\$1				remove 609, 920 and add guardian
	1020 Apple TV Adapter	\$50	\$50.00		\$49.95	lower price
	embossing on case qty 100	free	free			
	embossing on case qty 50	free	50		\$50 for qty 50	
New products						new
	1002 Stylus with laser/flashlight	11.95	20	60%		new
	510 Mini gel case no embossing	\$23	\$29	20%		new
	101 wired keyboard for ipad	\$44.95	\$59.99	25%		new
	808 Max Shield Case, no embossing	\$39.95	\$49	18.40%		new
	111 air cover 11	\$19.99	\$24.99	20%		new
	113 air cover 13	\$19.99	\$24.99	20%		new
	Docker Desktop software	\$28.50	\$30.00	1%		new

Dashboard	
Contract #	oetc-doccar
Admin Fee	35%

Instructions	
Fill ou	
Contr	
Pricing	
Sales	
Order	
Remit	
Select	
Additi	

Bidder Type:	
	Bidder is an authorized reseller or distributor for the manufacturer.
x	Bidder is a manufacturer that receive orders from OETC for this product.
	Bidder is a manufacturer that will be commissioning authorized resellers and/or distributors as agents to meet the bid requirements of this contract. (If this is marked, complete Exhibit C 'Additional Resellers').

Company Information		Name	Title	Email	Phone	Fax
	Contract Contact	Robin Moore	Sales Manager	robin@maxcase	888 799 6837	888 799 6837
	Sales & Support	Robin Moore	Sales Manager	stacy@maxcase	888 799 6837	888 799 6837
	Orders Contact [1	Stacy	Office mgr	stacy@maxcase	888 799 6837	888 799 6837
	Remit To Contact [Stacy	Office mgr		888 799 6837	888 799 6837

Allow
Public Members:
Private Members:

Other:

Manufacturer Name	Manufacture Number	Item Name		Price	List	
Max Interactive		Double Arm Doc Stand		\$179		199
Max Interactive		Single Arm Doc Stand		\$149		149
Max Interactive		T-1 Table Stand		\$49		49

Manufacturer Name	Manufacture Number	Item Name				MSRP	
Max Interactive	248	Scholar				\$25	37
Max Interactive	406	Defender II				\$25	37
Max Interactive	407	Defender II				\$25	37
Max Interactive	202	Oxford				\$25	37
Max Interactive	273	Guardian				\$25	37
Max Interactive	202	Educator				\$25	37
Max Interactive	606	Educator Case				\$25	37
Max Interactive	505	Mini Max case				\$22	29
Max Interactive	920	Max Key Case				\$72	99
Max Interactive		Max Stylus				\$7	12
Max Interactive		Max Stylus/pen				\$9	20
Max Interactive		ID Window, except 609, 920				\$1	
Max Interactive		Apple TV Adapter				\$50	\$50.00
		embossing on case, qty 100			free		100
		embossing on case, qty 50			free		50
		embossing on case, qty 1				125	150

Manufacturer	Nan	Manufacture Num	Item Name			Cost	Price	Vendor Number
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OETC Exhibit C – Additional Resellers
RFP / ITB No. OETC-ICT-2011
Bid Submittal Due Date: November 16, 2011

Instructions	
Fill out table for each reseller you wish to add to the contract	
Sales & Support and A/R Contact may be the same person	
Sales & Support is the contact person for product information and demos	
A/R contact is the contact person for price updates, and order fulfillment	
A/R contact email MUST be the email address OETC sends orders to	

EXAMPLE:						
Company Information	Contact Type	Name	Title	Email	Phone	Fax
Acme Technologies 1234 Main St Anycity, Anystate 01234	Sales & Support	John Doe	Sales Guru	jdoe@acmetech.com	101-555-1212	101-555-1213
	A/R Contact	Jane Doe	Operations Coordinator	orders@acmetech.com	101-555-1234	101-555-2345
	OR, WA, AK, ID, MT, WY					

Company Information	Contact Type	Name	Title	Email	Phone	Fax	Allowed Geograp
MicroK12 12631 Beverly Park Rd Lynnwood, WA 98087	Sales & Support	Jennifer Carter	Inside sales	edu@microk12.com	800 658 1000	866 217 1034	Oregon, Washington
	Orders Contact	LoirHumphreys	Order Management	orders@microk12.com	1800 658 1000 x 048	866 217 1034	
	Remit To Contact	Matt Vanerburg	accountant	accounting@microk12.com	1800 658 1000 x 749	866 217 1034	

Company Information	Contact Type	Name	Title	Email	Phone	Fax	Allowed Geograp
	Sales & Support						
	Orders Contact						
	Remit To Contact						

Company Information	Contact Type	Name	Title	Email	Phone	Fax	Allowed Geograp
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Contract Extension

Original Contract:	Document Camera Products
Effective Date:	May 1, 2016
Term:	One (1) Year

This Contract Extension Agreement ("Extension") is between Organization for Educational Technology and Curriculum ("OETC") located at 471 High Street, SE, Salem, Oregon 97301 and

Max Interactive, located at ^{130 McCormick Ave., Ste. 104} ~~2940~~ Grace Lane, #D, ^{CORRECT 5} Costa Mesa, CA 92626 (collectively, the "Parties").

In consideration of the mutual covenants contained herein, the Parties agree to extend the Original Contract from the Effective Date for the Term specified above. All other terms and conditions of the Original Contract remain unchanged.

Max Interactive

Grady Austin
Name

VP Sales / Managing Partner
Title

[Signature]
Signature

5-5-16
Date

OETC

Thomas Richards
Name

Executive Director
Title

[Signature]
Signature

4/13/16
Date



471 High Street SE
Suite 10
Salem, Oregon 97301

oetc.org
(800) 650-8250
Fax: (503) 625-0504

Contract Renewal

Contract Number: OETC-13R-DocCam

Effective Date: May 1, 2017

Term: One (1) Year

This Contract Extension Agreement ("Extension") is between Organization for Educational Technology and Curriculum ("OETC") located at 471 High Street SE, Suite 10, Salem, Oregon 97301 and

Max Interactive, located at 130 McCormick Ave, STE 104, Costa Mesa, CA 92626 (collectively, the "Parties").

OETC entered into a contract with Max Interactive for three (3) years, from May 3, 2013 to May 3, 2016, with an option to renew the contract for up to three (3) additional years.

Pursuant to the contract OETC hereby exercises its option to renew the contract for one (1) year from May 1, 2017 to May 1, 2018.

OETC

A handwritten signature in black ink, appearing to read "Thomas Richards", is written over a horizontal line.

Thomas Richards, Executive Director

May 1, 2017

Date



471 High Street SE
Suite 10
Salem, Oregon 97301

oetc.org
(800) 650-8250
Fax: (503) 625-0504

Contract Renewal

Contract Number: OETC-13R-DocCam

Effective Date: April 30, 2018

Term: One (1) Year

This Contract Extension Agreement ("Extension") is between Organization for Educational Technology and Curriculum ("OETC") located at 471 High Street SE, Suite 10, Salem, Oregon 97301 and

Max Interactive, located at 130 McCormick Ave, STE 104, Costa Mesa, CA 92626 (collectively, the "Parties").

OETC entered into a contract with Max Interactive for three (3) years, from May 3, 2013 to May 3, 2016, with an option to renew the contract for up to three (3) additional years.

Pursuant to the contract OETC hereby exercises its option to renew the contract for one (1) year from April 30, 2018 to April 29, 2019.

OETC

Max Interactive

Thomas Richards, Executive Director

April 14, 2018

Date

7/31/18

Date



471 High Street SE
Suite 10
Salem, Oregon 97301

oetc.org
(800) 650-8250
Fax: (503) 625-0504

Contract Renewal

Contract Number: OETC-13R-DocCam-Max

Effective Date: April 30, 2019

Term: One (1) Year

This Contract Extension Agreement ("Extension") is between Organization for Educational Technology and Curriculum ("OETC") located at 471 High Street SE, Suite 10, Salem, Oregon 97301 and Max Interactive, located at 130 McCormick Ave, STE 104, Costa Mesa, CA 92626.

OETC entered into a contract with Max Interactive for three (3) years, from May 3, 2013 to May 2, 2016 with an option to renew the contract for up to three (3) additional years. By way of this agreement, OETC requests an additional one year extension of the contract from April 30, 2019 to April 29, 2020.

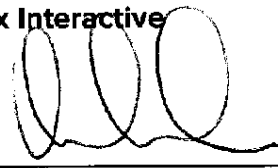
OETC


Zach Jensen, Contracts Manager

April 25, 2019

Date

Max Interactive



4/26/19
Date