



## 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.

VARIDESK, LLC (vendor company name) hereby provides notice of the following material change to contract number: R180404 on this date 1/1/18.

**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).

- Assignment
  - Indicate if you are assigning to your own subsidiary
  - Assumption Agreement
  - Other supporting documentation
- Bankruptcy
  - Official legal Notice of Bankruptcy Proceedings
  - Other supporting documentation
- Merger
  - Share Exchange Agreement
  - Merger and Acquisition Agreement
  - Asset Purchase Agreement
  - Other supporting documentation
- Change in ownership (sale/purchase)
  - Asset Purchase Agreement
  - Other supporting documentation
- Acquisition
  - Asset Purchase Agreement
  - Other supporting documentation
- Other
  - Supporting documentation

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

Contract has been assigned and assumed to VARI Sales Corporation, a wholly owned subsidiary  
of VARIDESK, LLC

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Upon approval of this notice, the 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 contract number (including purchase orders) must reference the name of the awarded contract holder. The exception to this requirement is if the contract holder no longer 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 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 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 National IPA 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.

iv. **Handling of Proprietary and/or Confidential Information.** In accord with the terms of the 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 Region 4, except as approved in writing by Region 4, and will use the Confidential Information for no purpose other than providing services under contract number ~~380404~~ 380404. 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 Region 4/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:**

**VARIDESK, LLC**

**VARI Sales Corporation**

\_\_\_\_\_  
BY: 

\_\_\_\_\_  
BY: 

NAME: Rob McGilvrey

NAME: Rob McGilvrey

TITLE: Director, Contract Sales

TITLE: Director, Contract Sales

**Region 4 Education Service Center**

BY: \_\_\_\_\_

NAME: Robert Zingelmann

TITLE: CFO

DATE: 1/11/2019

**BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT**

This Bill of Sale and Assignment and Assumption Agreement (this "*Agreement*") is made and entered into as of December 31, 2018, by and between Varidesk, LLC, a Texas limited liability company (the "*Transferor*"), and VARI Sales Corporation, a Delaware corporation (the "*Company*").

**WHEREAS**, Transferor is entering into a Contribution Agreement (the "*Contribution Agreement*"), dated as of the date hereof, by and between Transferor and the Company; and

**WHEREAS**, Transferor and Company have agreed to execute and deliver this Agreement for the purpose of transferring to and vesting in the Company all of its right, title, and interest in and to the Assets as set forth herein.

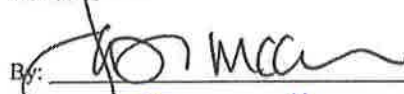
**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in accordance with the terms and conditions of the Contribution Agreement, the undersigned hereby agree as follows:

1. Capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Contribution Agreement.
2. Transferor hereby sells, conveys, transfers, assigns, delivers, and vests in the Company, its successors and assigns forever, all of the right, title, and interest of Transferor in and to the Assets.
3. Assumption of Liabilities. The Company hereby assumes and agrees to pay, perform and discharge when due in accordance with their respective terms the all obligations arising under any contracts (other than Nonassignable Assets) included in the Assets.
3. Further Assurances. Each party hereto shall, and shall cause their respective Affiliates to, execute, acknowledge and deliver all such further conveyances, notices, assumptions, releases and acquittances, and such other instruments, and shall take such further actions, as may be necessary or appropriate to carry out the provisions and purposes of, and give full effect to the transactions contemplated by, this Agreement.
4. Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of the respective permitted successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended or will be construed to expand or defeat, impair or limit in any way the rights, obligations, claims or remedies of the parties as set forth in the Purchase Agreement. To the extent that any term or provision of this Agreement is deemed to be inconsistent with the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of Delaware, without regard to its conflict of laws principles. This Agreement may be signed in any number of counterparts, including by facsimile copies or by electronically scanned copies delivered by email, each of which will be deemed an original, with the same effect as if the signatures were upon the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date first above written.

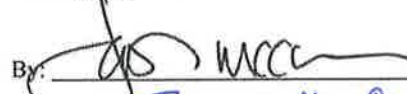
**TRANSFEROR**

Varidesk, LLC

By:   
 Name: JASON McCANN  
 Title: CHIEF EXECUTIVE OFFICER

**THE COMPANY**

VARI Sales Corporation

By:   
 Name: JASON McCANN  
 Title: PRESIDENT