

CONTRACT MODIFICATION AGREEMENT

Date: May 16, 2022

Contract No.: VTS-1531-2021

Modification No.: One (1)

Issued By: Virginia Polytechnic Institute and State University (Virginia Tech)

Contractor: ODP Business Solutions, LLC as successor-in-interest to Office Depot, LLC

Commodity: Office Supplies

This Supplemental Agreement is entered into pursuant to the provisions of the basic contract.

Description of Modification:

The Contractor's name shall be changed to the amended name as reflected by the assignment of contract effective May 1, 2022, for the aforementioned contract. This contract serves the Virginia Cooperative Extension.

Previous Contract Name:

Office Depot LLC

New Contract Name:

ODP Business Solutions, LLC

Except as provided herein, all terms and conditions of Contract Number VTS-1531-2021, as heretofore changed, remain unchanged and in full force and effect.

Contractor

Virginia Tech

By: *Matthew Shedlock*

By: *Mary Helmick*

(Signature)
Matthew Shedlock

Vice President

Name and Title

Mary W. Helmick
Director of Procurement





May 1, 2022

Dear Valued Customer:

As Office Depot Business Solutions Division, we've always worked closely with our customers to deliver products and services that make an impact on your bottom line. Starting on May 1st, we are reemerging as a B2B dedicated organization with a new name – ODP Business Solutions, LLC. We're evolving, because we know that the landscape of work is evolving. Our evolution will allow us to be more agile and innovative in how we focus on businesses like yours – all while bringing nearly 30 years of knowledge and experience to the table.

You'll notice our name change to ODP Business Solutions LLC on all of our invoices; however, we are still the same company...just a new name. We would appreciate it if you would continue to process our invoices as normal without disruption.

If you have any questions, please feel free to contact Gabriel.Grijalva@officedepot.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Max Hood". The signature is fluid and cursive, with the first name "Max" and last name "Hood" clearly distinguishable.

Max Hood
VP, Treasurer

PARTICIPATION AGREEMENT

This Participation Agreement (this "Agreement"), effective March 30, 2021 ("Effective Date"), is made by and between Virginia Polytechnic Institute and State University ("Participating Entity"), and Office Depot, LLC ("Contractor").

RECITALS

A. Oakland County, Michigan and Contractor entered into that certain Contract Number 005489, dated September 24, 2018 ("Master Agreement"), pursuant to which Contractor offers its America Saves program. Participating Entity may participate in such America Saves program and Participating Entity and Contractor enter into this Agreement for the purpose of agreeing to additional terms and conditions that reflect the individual needs of Participating Entity.

B. Participating Entity and Contractor desire to enter into this Agreement upon the terms and conditions contained herein.

C. Contractor agrees to sell to Participating Entity, for internal use by Participating Entity and for resale by Participating Entity to Participating Entity's customers ("Customers") print and document services, to include integrated marketing services and promotional products and technology as it relates to the CPD program.

NOW, THEREFORE, in consideration for the mutual covenants herein contained and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, Participating Entity and Contractor, intending legally to be bound, hereby agree as follows:

AGREEMENT

1. Definitions. Capitalized terms used but not defined herein have the meanings specified in the Master Agreement.

2. Incorporation. This Agreement incorporates herein by reference the Master Agreement and any future amendments thereto as if fully set forth herein and gives the Master Agreement and any amendments thereto full force and effect as between Participating Entity and Contractor

3. Term and Termination. This Agreement shall commence on the Effective Date and run coterminous with the Initial Term and any Renewal Term of the Master Agreement. Either party may terminate this Agreement at any time for convenience upon providing thirty (30) days prior written notice to the other party.

4. Prices. Prices for Products are as specified under the America Saves program, unless modified by Section 7.

5. Incentives. Participating Entity is eligible to begin earning all rebates and incentives available under the America Saves program. Rebates/Incentives: (i) are conditional on Participating Entity paying ninety percent (90%) of all invoices within the agreed upon terms; and (ii) will be paid against total paid invoices on Participating Entity's Spend occurring while this Agreement is in full force and effect. Should outstanding invoices exist, Contractor reserves the right to issue payment for rebates/incentives against outstanding invoices in lieu of payment directly to Participating Entity.

6. Notices. Any notice or demand required or permitted to be given under the terms of this Agreement shall be deemed to have been duly given or made if given by any of the following methods:

(a) Sent via registered or certified United States mail, return receipt requested, or hand delivered, or (b) Sent via an established national overnight delivery service (such as Federal Express), charges prepaid, each respectively addressed as follows:

To Office Depot: Office Depot, LLC
Attention: Vice President
6600 N. Military Trail
Boca Raton, FL 33496

With a copy to: Office Depot, LLC
Attention: Office of the General Counsel
6600 N. Military Trail
Boca Raton, FL 33496

To Participating Entity: Virginia Polytechnic Institute and State University
250 Drillfield Drive
Blacksburg, VA 24061
Attn: Alan L. Grant

Notices shall be effective on the third day after posting if sent by mail, on the next day after posting if sent by overnight mail, and on the day of dispatch if manually delivered within regular business hours.

7. Custom Core List Pricing. Contractor agrees to supply to Participating Entity those Printed Publications as set forth in Exhibit A attached hereto (the "Publication List"), Curriculum and Promotional Products as set forth in Exhibit B attached hereto (the "Promotional Product Core List"), and Custom Core Products as set forth in Exhibit C attached hereto (the "Custom Core List"), collectively "CPD ("Copy Print Depot") Products and Services". Participating Entity will commit to \$300,000 annual Spend from these Products and Services (excluding taxes and shipping), and for each year that such annual Spend is not met, Participating Entity will pay Contractor a charge of \$12,500. Pricing for items on the Core List shall be held firm for six months from the Effective Date. Thereafter, pricing will be updated with thirty (30) day written notice to Participating Entity. Contractor reserves the right to review and update pricing on a semi-annual basis with regard to promotional products/branded apparel to coincide with standard market price increases due to, among other things, fluctuations in the economy affecting said items. Upon mutually written agreement, inventoried products may be brought into Contractor's warehouse at a price, to be determined, for the purpose of distribution to Participating Entity. The prices for such products shall be held for six months from the date inventoried by Contractor and thereafter updated with thirty (30) day written notice to Participating Entity. The pricing offered under this Agreement is contingent on Participating Entity achieving Spend ("Spend") of at least Three Hundred Thousand Dollars (\$300,000) during each Contract Year ("Contract Year"). For purposes of this Agreement, "Spend" shall mean Participating Entity's paid-for purchases under this Agreement, net of taxes, shipping costs, returns, discounts, credits, any incentives amortized for the applicable period, rebates actually paid, employee purchases under any type of purchasing program, solely in the Products and Services as listed in Recitals C and "Contract Year" shall mean the twelve (12) month period, commencing on the Effective Date and each subsequent twelve (12) month period thereafter during the Initial Term or any Renewal Term.

8. Delivery. Contractor agrees to deliver printed Core List items, on demand or inventoried products within three (3) to five (5) business days. Custom orders or large run order delivery times will be communicated to Participating Entity's end user at time of order placement and rush orders will be produced based on the requested and agreed upon delivery time. Contractor will use best efforts to meet rush orders both at the closed-door production facility and retail locations. All orders received by Contractor from Participating Entity between the hours of 8:00 A.M. and 2:00 P.M. local time will be logged and processed as that day's business. Orders received after 2:00 P.M. local time will be logged as next day business. Contractor is committed to delivering the highest quality printed and finished products (measured as "done right") and will produce printed products with a "done right" score of 98% or better based on every 100 units produced for proofed orders. Contractor will track and report on a monthly basis metrics showing achievement rates for work done on time and the accuracy rankings. Contractor will institute a

Sixty Dollar (\$60.00) minimum order value per delivered order. Orders that do not comply with such minimum order value will be processed subject to a shipping and handling charge of \$7.95

9. Discontinued and Low Usage Product. Inventoried Products that have no usage activity in three (3) months may be considered "discontinued." Contractor will contact Participating Entity after one-hundred twenty (120) days of no usage activity to review whether product is still relevant and required by Participating Entity. If no usage activity continues for the remainder of the six (6) month period, Contractor will contact Participating Entity to notify Contractor that remaining stock is considered "discontinued." In the event no arrangements are made for remaining stock within thirty (30) days after Participating Entity receives such notice, the cost of the unused stock not previously paid for will be billed to Participating Entity and shall be paid for by Participating Entity in accordance with current pricing. Contractor will arrange for delivery of such unused product, to an existing ship to location in the State of Florida for this account at Participating Entity's expense.

10. Inventory. In the event of: (a) termination of this Agreement; (b) a discontinuance or change in the Inventoried Publication stock; (c) reduced usage; or (d) other failure to use the quantities estimated based on the quote, the cost of the unused inventory not previously paid for will be billed to Participating Entity and paid pursuant to the payment terms included in Section 11.

11. Payment Terms. Contractor shall submit to Participating Entity on a regular basis an invoice for all purchases including such detail as agreed upon by Participating Entity and Account Manager. Invoices are due thirty (30) days from the date of invoice, and invoices not paid within forty-five (45) days may be subject to bear interest at the rate of 1.5% per month or the maximum amount allowed under law, whichever is less, from the due date of the invoice. Participating Entity's credit limit shall be established by Contractor's Credit Department. Contractor reserves the right to lower Participating Entity's credit limit or refuse to ship any orders if at any time; (a) Participating Entity is delinquent in making payments to Contractor or is otherwise in breach of this Agreement or (b) in Contractor's reasonable opinion, Participating Entity's credit standing becomes impaired or reasonably unsatisfactory to Contractor.

In certain instances, orders may be paid using a credit card; provided, however, if Participating Entity elects to use a credit card as a form of payment, payment is due at the time of purchase.

12. Warranties and Return Policy. Contractor will pass through to Participating Entity all manufacturer supplied end-user warranties on all products sourced to Participating Entity pursuant to this Agreement. In addition, Contractor further agrees that in the event any in-stock product (non-special order) performs in a manner unsatisfactory to Participating Entity within thirty (30) days of delivery, Participating Entity may return same in its original packaging and will receive full credit against Participating Entity's next invoice for the amount of such return.

13. Participating Entity Warranty. Participating Entity represents and warrants that it will not present to Contractor orders which involve the reproduction of materials protected under copyright, patent and/or trademark law unless customer owns such rights, is an authorized agent of the owner of such rights or has permission to reproduce the materials. In the event a suit for infringement of any patent, copyright or trademark in relation to the work delivered under this Agreement is brought against Contractor which is caused by a breach of this warranty by Participating Entity, Contractor shall give Participating Entity prompt notice of the suit. Participating Entity will promptly move to intervene and be made a party to the suit, and Participating Entity will undertake at its own expense Contractor's defense of the infringement charges in the suit. Participating Entity may elect to assume at its own expense the defense of any charges other than the infringement charges in the suit brought against Contractor but in the absence of such election shall have no obligation except regarding the infringement charges. Neither Party shall be responsible for personal injury, property damage or loss, except that resulting from its own negligence or its employees or others for whom the Party is legally responsible.

14. Resale Program. Contractor agrees to sell, and Participating Entity agrees to purchase Printed Publications and Curriculum and Promotional Products ("Resale Products") as set forth in Exhibit A and Exhibit B attached hereto, pursuant to the terms set forth in this Section 14 for resale by Participating Entity to Customers.

A. Process for Resale Orders.

- i. Customer orders are placed through Participating Entity.
- ii. Customer orders are transmitted to Contractor.
- iii. Contractor ships order to Customer.
- iv. Contractor invoices Participating Entity. Payment terms are in accordance to Section 11 of this Agreement.

B. Customer Service and Return Merchandise Authorization.

- i. All customer service is provided to Customer by Participating Entity.
- ii. Return authorizations are managed by Participating Entity. In the event that any in-stock product performs in a manner unsatisfactory to Customer within thirty (30) days of delivery to such Customer, Customer shall contact Participating Entity's customer service to request a return. Participating Entity's customer service shall then contact Contractor via online or telephone to obtain a Return Merchandise Authorization (RMA) number. All returns shall be made in accordance with Contractor's standard return policies and must be returned in its original packaging.

15. Additional Program Terms. The Additional Program Terms and Conditions set forth in Exhibit D are incorporated by reference.

The undersigned representatives of Participating Entity and Contractor have executed this Agreement as of the Effective Date.

**VIRGINIA POLYTECHNIC
INSTITUTE AND STATE UNIVERSITY**

Mary Helmick

Print Name: Mary Helmick

Title: Director of Procurement

3/18/2021

Date Signed

OFFICE DEPOT, LLC

Steven Blyth

Print Name: Steven Blyth

Title: Senior Vice President

3/18/2021

Date Signed



EXHIBIT A

Publication List

SKU	DESCRIPTION	UOM	SELL PRICE
117569	Tabs-12 - Wood Preservation	EA	\$21.63
185960	Tabs-1A-Agricult Pest Plant	EA	\$27.53
206580	Tabs-7A-General Pest Control	EA	\$21.63
208526	Tabs-Predator Mgmt 2004	EA	\$26.55
235148	Tabs-5A-Aquatic Pest 2016	EA	\$21.63
248525	Tabs-1C-Fumigation of Soil	EA	\$23.60
291944	Tabs-5B-Marine Antifoulant	EA	\$6.88
466106	Tabs-6-Right of Way Pest	EA	\$21.63
496139	Tabs-2-Forest Pest Control	EA	\$21.63
497186	Tabs-7B-Mgmt Wood Destroying	EA	\$21.63
516236	Tabs-7E-Sewer Root Control	EA	\$21.63
588008	Tabs-7C-Fumigation Nonagric.	EA	\$21.63
622136	Tabs-11 - Aerial Pesticide App	EA	\$21.63
650669	Tabs-9-Regulatory Pest Control	EA	\$19.67
673379	Tabs-7D-Vertebrate PC 2016	EA	\$21.63
695552	Tabs-4-Seed Treatment 2003	EA	\$19.67
702962	Tabs-10-Demonstration/Rsch	EA	\$21.63
854738	Tabs-3B-Turf Pest Control	EA	\$21.63
872868	Tabs-1B-Agricultural Animal	EA	\$21.63
881580	Tabs-Core Manual-456-210	EA	\$27.53
893564	Tabs-3A- Ornamental Pest	EA	\$27.53
920129	Tabs-1D Agricultural Chem	EA	\$21.63
926094	Tabs-8-Public Health Pest	EA	\$27.53

EXHIBIT B

Promotional Product Core List

SKU	DESCRIPTION	UOM	SELL PRICE
112925	LADIES SUMMIT JACKET 3XL	EA	\$87.02
132605	MENS RED KAP WORK SHIRT 2XL	EA	\$49.50
141404	FULL COLOR FLEECE BLANKET	EA	\$72.02
1470688	Lady Port Authority Polo XS-XL	EA	\$19.46
152873	REVELLO SOFT BOUND JOURNAL	EA	\$7.17
173579	MENS CORNERSTONE POLO XS-XL	EA	\$57.01
179796	OUTDOOR WIDE BRIM HAT	EA	\$45.00
187403	MENS FULL ZIP FLEECE XS-XL	EA	\$72.02
195029	15OZ STAINLESS TRAVEL MUG	EA	\$29.68
210252	MENS NIKE DRIFIT POLO 3XL	EA	\$96.03
212621	LADIES EDDIE BAUER POLO 4XL	EA	\$69.01
2242132	Ladies Port Authority Polo 2XL	EA	\$21.06
233231	NORTHWEST SLICKER JACKET XS-XL	EA	\$99.03
245636	ROUND FOAM COASTER	EA	\$1.74
2582140	Youth Port Authority PoloXS-XL	EA	\$19.10
263293	PEN,FRISCO BALLPOINT	EA	\$0.81
272460	MENS NIKE DRIFIT POLO 4XL	EA	\$99.03
282569	MENS SUMMIT JACKET 2XL	EA	\$81.02
284882	MENS RED KAP WORK SHIRT 5XL	EA	\$67.51
292466	MENS RED KAP WORK SHIRT 3XL	EA	\$55.51
294353	STRUCTURE CAMO MESH CAP	EA	\$29.99
3277300	Women LS Twill Shirt S-WHI	EA	\$40.97
333066	LADIES FULL ZIP FLEECE 3XL	EA	\$78.02
3368682	Long-Slv Twill Shirt XXL-WHI	EA	\$45.64
343157	MENS RED KAP WORK SHIRT 6XL	EA	\$70.51
349799	20OZ HUGO INSULATED TUMBLER	EA	\$12.33
3708417	Women LS Twill Shirt M-NAV	EA	\$40.97
375173	MENS FULL ZIP FLEECE 2XL	EA	\$44.83
3837233	Long-Sleeve Twill Shirt L-NAV	EA	\$40.97
401764	MENS RED KAP WORK SHIRT XS-XL	EA	\$27.79
4077800	Women LS Twill Shirt XL-BUR	EA	\$40.97
410741	MENS NIKE DRIFIT POLO XS-XL	EA	\$87.02
417293	MENS SUMMIT JACKET XS-XL	EA	\$46.63
442100	LADIES EDDIE BAUER POLO 2XL	EA	\$35.86
4516182	Ladies Port Authority Polo 4XL	EA	\$23.96
458906	MENS SUMMIT JACKET 3XL	EA	\$87.02
4594547	Women LS Twill Shirt L-WHI	EA	\$40.97
462126	MENS FULL ZIP FLEECE 3XL	EA	\$78.02
463283	LADIES FULL ZIP FLEECE 4XL	EA	\$81.02
466613	REVELLO SOFT POCKET JOURNAL	EA	\$5.38
483542	NORTHWEST SLICKER JACKET 4XL	EA	\$111.03

491754	MENS FULL ZIP FLEECE 4XL	EA	\$81.02
495751	LADIES EDDIE BAUER POLO XS-XL	EA	\$57.01
499214	MENS NIKE DRIFIT POLO 2XL	EA	\$90.02
499634	LADIES SUMMIT JACKET 2XL	EA	\$81.02
5074000	Women LS Twill Shirt M-BUR	EA	\$40.97
5113374	Mens Port Authority Polo XS-XL	EA	\$19.46
515073	8OZ FULL LENGTH APRON	EA	\$36.00
5156118	Long-Slv Twill Shirt 3XL-NAV	EA	\$47.81
5209805	4 SIDED 6' TABLE COVER	EA	\$177.36
523509	MENS CORNERSTONE POLO 3XL	EA	\$66.01
5338184	Long-Sleeve Twill Shirt S-NAV	EA	\$40.97
5378645	Long-Slv Twill Shirt XXL-NAV	EA	\$45.64
546260	MENS EDDIE BAUER POLO 3XL	EA	\$66.01
5498773	Long-Sleeve Twill Shirt S-BUR	EA	\$40.97
560303	LADIES FULL ZIP FLEECE 2XL	EA	\$75.02
565109	MENS EDDIE BAUER POLO 4XL	EA	\$69.01
573033	MENS EDDIE BAUER POLO XS-XL	EA	\$57.01
5732846	Women LS Twill Shirt XXL-NAV	EA	\$45.64
580102	2 MAGNET SET	EA	\$5.38
5832354	Women LS Twill Shirt L-NAV	EA	\$40.97
584999	COMMUTER BACKPACK	EA	\$78.02
589467	FLASH DRIVE,DOMEABLE,2 GB	EA	\$15.76
593760	MENS SUMMIT JACKET 4XL	EA	\$90.02
5977889	Long-Slv Twill Shirt XXL-BUR	EA	\$45.64
599963	25 SHEET STICKY PAD	EA	\$0.72
647918	ROUND HARD COASTER	EA	\$2.62
6494210	Long-Sleeve Twill Shirt XL-NAV	EA	\$40.97
6582657	Men's Port Authority Polo 3XL	EA	\$22.98
665762	NON WOVEN TOTE BAG	EA	\$2.48
6752545	Long-Sleeve Twill Shirt L-WHI	EA	\$40.97
6806228	Women LS Twill Shirt 3XL-WHI	EA	\$47.81
6823629	Ladies Port Authority Polo 3XL	EA	\$22.98
683684	24OZ SQUEEZY WATER BOTTLE	EA	\$1.76
702704	LADIES NIKE DRIFIT POLO 2XL	EA	\$90.02
709898	NORTHWEST SLICKER JACKET 3XL	EA	\$108.03
725399	LADIES EDDIE BAUER POLO 3XL	EA	\$66.01
7313228	Women LS Twill Shirt M-WHI	EA	\$40.97
732666	LADIES FULL ZIP FLEECE XS-XL	EA	\$72.02
7381401	Men's Port Authority Polo 2XL	EA	\$21.06
7398979	Women LS Twill Shirt XL-WHI	EA	\$40.97
742291	25 SHEET NOTEPAD	EA	\$1.76
7427321	Long-Sleeve Twill Shirt L-BUR	EA	\$40.97
747134	LADIES SUMMIT JACKET 4XL	EA	\$90.02
750855	LADIES NIKE DRIFIT POLO XS-XL	EA	\$87.02
751762	MENS CORNERSTONE POLO 6XL	EA	\$78.02
7564736	Long-Slv Twill Shirt 3XL-BUR	EA	\$47.81

757589	MENS CORNERSTONE POLO 5XL	EA	\$75.02
759873	16OZ TRITAN SPORT BOTTLE	EA	\$10.25
770259	NORTHWEST SLICKER JACKET 2XL	EA	\$102.03
779249	MENS CORNERSTONE POLO 4XL	EA	\$69.01
788372	20OZ WATER BOTTLE	EA	\$28.77
798959	16OZ PINT GLASS	EA	\$3.05
8152745	Long-Sleeve Twill Shirt S-WHI	EA	\$40.97
8203639	Women LS Twill Shirt XXL-BUR	EA	\$45.64
821514	LADIES SUMMIT JACKET XS-XL	EA	\$78.02
834385	15OZ FULL COLOR CERAMIC MUG	EA	\$17.99
8358407	Women LS Twill Shirt S-BUR	EA	\$40.97
8366280	Long-Sleeve Twill Shirt M-WHI	EA	\$40.97
8375803	Long-Sleeve Twill Shirt XL-WHI	EA	\$40.97
842475	REVELLO REFILLABLE JOURNALBOOK	EA	\$8.98
8504342	Long-Sleeve Twill Shirt M-BUR	EA	\$40.97
859013	ECO FRIENDLY TOTE BAG	EA	\$16.18
880331	PORT AUTHORITY TOTE BAG	EA	\$21.89
8832638	Women LS Twill Shirt XL-NAV	EA	\$40.97
8859243	Women LS Twill Shirt 3XL-NAV	EA	\$47.81
8866253	Women LS Twill Shirt L-BUR	EA	\$40.97
891030	SPORT TEK BEANIE	EA	\$25.49
896767	MENS EDDIE BAUER POLO 2XL	EA	\$60.01
898367	MENS RED KAP WORK SHIRT 4XL	EA	\$61.51
912749	PENCIL,ROUND	EA	\$0.27
924077	MENS CORNERSTONE POLO 2XL	EA	\$60.01
9265904	Women LS Twill Shirt 3XL-BUR	EA	\$47.81
9315417	Women LS Twill Shirt XXL-WHI	EA	\$45.64
9419484	Long-Sleeve Twill Shirt XL-BUR	EA	\$40.97
9459828	3X2 RECTANGEL ROLL LABEL 500/RL	RL	\$219.94
9459861	3X2 SQUARE CORNER DECAL	EA	\$223.18
9459914	3X2 OUTDOOR ROLL LABEL 1000/RL	RL	\$414.00
9584626	Men's Port Authority Polo 4XL	EA	\$23.96
962070	MUG, TWIST-ON-LID, 16 OZ	EA	\$4.65
9635577	Women LS Twill Shirt S-NAV	EA	\$40.97
9751353	Long-Slv Twill Shirt 3XL-WHI	EA	\$47.81
9802938	Long-Sleeve Twill Shirt M-NAV	EA	\$40.97

EXHIBIT C

Custom Core List

SKU	ITEM DESC	UOM	Sell Price
114370	Drilling, 5 holes	EA	\$7.23
151979	Re-Entry Red, 24#, Text, LTR	EA	\$0.03
159726	Terra Green, 24#, Text, LTR	EA	\$0.03
165828	Lam Pouch LTR 5 Mil	EA	\$1.94
165940	Lam Pouch LGL 5 Mil	EA	\$1.54
165989	Binding Cover, Clear	EA	\$0.23
166073	Lam Pouch LDG 5 Mil	EA	\$2.71
166185	Binding Cover, Regency	EA	\$0.38
166367	Comb Binding 1-125 pages	EA	\$3.09
166423	Comb Binding 126+ pages	EA	\$3.41
166493	Coil Binding 1-110 pages	EA	\$3.02
166556	Coil Binding 110+ pages	EA	\$3.41
166633	Drilling, 1-4 holes	EA	\$3.09
166766	Padding per pad	EA	\$0.46
166857	Shrink Wrapping per wrap	EA	\$0.78
166955	FS B&W LTR DbISd 20# Wht	EA	\$0.05
166962	FS Color LTR SglSd, 24#	EA	\$0.38
166990	FS Color LGL SglSd, 24#	EA	\$0.42
166997	FS Color LDG SglSd, 24#	EA	\$0.48
167039	FS B&W LGL DbISd 20# Wht	EA	\$0.06
167053	FS B&W LDG DbISd 20# Wht	EA	\$0.09
167060	FS B&W LTR SglSd 20# Wht	EA	\$0.05
167067	FS B&W LGL SglSd 20# Wht	EA	\$0.06
167074	FS B&W LDG SglSd 20# Wht	EA	\$0.09
167102	FS Color LTR DbISd, 24#	EA	\$0.38
167109	FS Color LGL DbISd, 24#	EA	\$0.42
167116	FS Color LDG DbISd, 24#	EA	\$0.48
167228	Paper, 110# Index LTR	EA	\$0.09
167249	FS B&W NCR SS 2PRT LTR	EA	\$0.19
167298	FS B&W NCR SS 3PRT LTR	EA	\$0.27
167326	FS B&W NCR SS 4PRT LTR	EA	\$0.35
167942	Paper, 80# Gloss CVR LTR	EA	\$0.25
167949	Paper, 80# Gloss CVR LDG	EA	\$0.44
167998	Paper, 80# Gloss TXT LDG	EA	\$0.22
168026	Paper, 100# Gloss CVR LDG	EA	\$0.49
168215	FS B&W Tabs, Set of 5	EA	\$0.88
168257	FS B&W Tabs, Set of 5 3HD	EA	\$0.88
168572	Paper, 100# Gloss CVR LTR	EA	\$0.28
168579	PAPER,3HP,GMILONLY	EA	\$0.03
241109	Green, 110#, Card, LTR	EA	\$0.12
267969	Terra Green, 65#, Card LTR	EA	\$0.07

271670	Fireball Fuschia,24#,Text, LTR	EA	\$0.03
280025	PAPER, 24# LASR WHITE LTR	EA	\$0.03
281123	Solar Yellow, 24#, Text, LTR	EA	\$0.03
287778	Blue, 110#, Card, LTR	EA	\$0.14
311317	White, 80#, Gloss CVR, 12x18	EA	\$0.41
312211	Galaxy Gold, 24#, Text, LTR	EA	\$0.03
339278	Cosmic Orange, 65#, Card LTR	EA	\$0.07
351026	Lift Off Lemon, 24#, Text, LTR	EA	\$0.05
359117	White, 12Pt, Gloss CVR, LDG	EA	\$0.60
401678	Lunar Blue, 24#, Text, LDG	EA	\$0.06
405319	Paper, 80# Gloss TXT LTR	EA	\$0.06
406652	PAPER,TABS,MYLAR,CLEAR,5BA	EA	\$1.66
409514	White, 24#, Text, 8.5x11	EA	\$0.03
414134	White, 100#, Gloss Cover, 12x1	EA	\$0.46
424823	Canary, 20#, Text, LTR	EA	\$0.03
425181	Blue, 20#, Text, LTR	EA	\$0.00
427566	Rocket Red, 24#, Text, LTR	EA	\$0.03
433754	FINISHING,CUTTING,BLEED,LTR	EA	\$0.58
485594	Goldenrod, 20#, Text, 8.5x11	EA	\$0.02
520019	Lift Off Lemon, 24#, Text, 8.5	EA	\$0.03
528431	Lunar Blue, 65#, Card LTR	EA	\$0.07
543965	Paper, 10PT, SUP GLS, LTR	EA	\$0.34
543985	Paper, 12PT, SUP GLS, LTR	EA	\$0.13
581918	White, 80#, Gloss Text, 12x18	EA	\$0.11
582893	Lunar Blue, 24#, Text, LTR	EA	\$0.03
591605	Paper, 100# Gloss TXT LTR	EA	\$0.26
646863	Paper,Tabs,Mylar,Clear,5Ba	EA	\$1.76
679875	Paper, 100# Gloss TXT LDG	EA	\$0.43
687981	White,20# 30%Recycle,LTR	EA	\$0.02
716369	Canary, 110#, Card, LTR	EA	\$0.06
750969	Mounting, Foamboard, White, Le	EA	\$7.86
750978	Mounting, Foamboard, White, Le	EA	\$4.91
750987	Mounting, Foamboard, White, Le	EA	\$5.89
751050	Finishing, Cutting, Bleed, Edg	EA	\$0.58
758478	Gamma Green, 24#, Text, LTR	EA	\$0.03
785426	Lam Pouch LDG 10 Mil	EA	\$4.26
786574	Pulsar Pink, 65#, Card LTR	EA	\$0.08
788765	Lam Pouch LTR 10 Mil	EA	\$2.32
790662	Lam Pouch LGL 10 Mil	EA	\$2.71
794084	Pink, 20#, Text, LTR	EA	\$0.02
798014	Drilling, 5 holes	EA	\$5.42
798086	Lam Pouch LTR 5 Mil	EA	\$1.94
798122	Lam Pouch LGL 5 Mil	EA	\$1.94
798158	Binding Cover, Clear	EA	\$0.46
798167	Lam Pouch LDG 5 Mil	EA	\$2.71
798266	Binding Cover, Regency	EA	\$0.38

798419	Comb Binding 1-125 pages	EA	\$3.09
798428	Comb Binding 126+ pages	EA	\$3.41
798473	Coil Binding 1-110 pages	EA	\$3.02
798482	Coil Binding 110+ pages	EA	\$3.41
798518	Drilling, 1-4 holes	EA	\$3.09
798554	Padding per pad	EA	\$0.46
798599	Shrink Wrapping per wrap	EA	\$0.78
798626	FS B&W LTR DbISd 20# Wht	EA	\$0.05
798644	FS Color LTR SglISd, 24#	EA	\$0.38
798653	FS Color LGL SglISd, 24#	EA	\$0.42
798662	FS Color LDG SglISd, 24#	EA	\$0.48
798689	FS B&W LGL DbISd 20# Wht	EA	\$0.06
798716	FS B&W LDG DbISd 20# Wht	EA	\$0.09
798806	FS B&W LTR SglISd 20# Wht	EA	\$0.05
798842	FS B&W LGL SglISd 20# Wht	EA	\$0.06
798869	FS B&W LDG SglISd 20# Wht	EA	\$0.09
798878	FS Color LTR DbISd, 24#	EA	\$0.38
798914	FS Color LGL DbISd, 24#	EA	\$0.42
798923	FS Color LDG DbISd, 24#	EA	\$0.48
798986	Paper, 110# Index LTR	EA	\$0.06
799004	FS B&W NCR SS 2PRT LTR	EA	\$0.20
799058	FS B&W NCR SS 3PRT LTR	EA	\$0.27
799094	FS B&W NCR SS 4PRT LTR	EA	\$0.35
799238	White, 80# Gloss CVR LTR	EA	\$0.25
799274	White, 80# Gloss CVR LDG	EA	\$0.44
799283	White, 80# Gloss TXT LDG	EA	\$0.22
799292	White, 100# Gloss CVR LDG	EA	\$0.49
799436	FS B&W Tabs, Set of 5	EA	\$0.78
799463	FS B&W Tabs, Set of 5 3HD	EA	\$0.78
799607	White, 100# Gloss CVR LTR	EA	\$0.28
800483	Re-Entry Red, 65#, Card LTR	EA	\$0.07
803009	White, 80# Gloss TXT LTR	EA	\$0.20
803333	White, 10PT, Gloss CVR, LTR	EA	\$0.35
803342	White, 12PT, Gloss CVR, LTR	EA	\$0.29
803459	White, 100# Gloss TXT LTR	EA	\$0.26
803513	White, 100# Gloss TXT LDG	EA	\$0.39
805644	Insert,Spine,Guts & Cover Unde	EA	\$1.02
805734	Insert,Hand,Cover,Binder	EA	\$0.30
806049	Insert,Hand,Spine,Cardstock	EA	\$0.29
808801	Pulsar Pink, 24#, Text, LTR	EA	\$0.03
851870	LARGE FORMAT,FOAMCORE,MOUNT	EA	\$4.91
861383	Folding, Machine Any Size	EA	\$0.02
861467	BINDER,CLEARVIEW,1",WHITE	EA	\$2.01
861502	BINDER,CLEARVIEW,1",BLACK	EA	\$2.01
861558	BINDER,CLEARVIEW,1.5",WHITE	EA	\$2.63
861775	Stapling Mach per staple	EA	\$0.02

861810	Stapling Mach Dble staple	EA	\$0.04
861838	Cutting, Machine, per cut	EA	\$0.58
870374	Booklets	EA	\$0.00
871592	Ivory, 20#, Text, LTR	EA	\$0.02
873695	Green, 20#, Text, LTR	EA	\$0.02
874673	Lift Off Lemon, 24#, Text, LDG	EA	\$0.06
877323	Goldenrod, 20#, Text, LTR	EA	\$0.03
882512	Cosmic Orange, 24#, Text, LTR	EA	\$0.03
902306	MOUNTING, FOAMBOARD, WHITE, LE	EA	\$7.86
902324	MOUNTING, FOAMBOARD, WHITE, LE	EA	\$4.91
902342	MOUNTING, FOAMBOARD, WHITE, LE	EA	\$5.89
902378	FINISHING, CUTTING, BLEED, EDG	EA	\$2.33
902453	Solar Yellow, 65#, Card LTR	EA	\$0.07
902468	Lam Pouch LDG 10 Mil	EA	\$3.87
902477	Lam Pouch LTR 10 Mil	EA	\$2.32
902513	Lam Pouch LGL 10 Mil	EA	\$2.71
902567	INSERT,SPINE,GUTS & COVER UNDE	EA	\$1.02
902612	INSERT,HAND,COVER,BINDER	EA	\$0.30
902702	INSERT,HAND,SPINE,CARDSTOCK	EA	\$0.29
902819	LARGE FORMAT,FOAMCORE,MOUNT	EA	\$4.91
902909	Double Parallel Fold	EA	\$0.02
902954	BINDER,CLEARVIEW,1"	EA	\$2.01
902972	BINDER,CLEARVIEW,1",BLACK	EA	\$2.01
903017	BINDER,CLEARVIEW,1.5",WHITE	EA	\$2.63
903314	Stapling Mach per staple	EA	\$0.02
903323	Stapling Mach Dble staple	EA	\$0.04
903332	Cutting, Machine, per cut	EA	\$0.58
903386	SS B&W LTR DbISd, 20# Wht	EA	\$0.08
903413	SS B&W LGL DbISd, 20# Wht	EA	\$0.08
903422	SS B&W LDG DbISd, 20# Wht	EA	\$0.15
905447	Paper, 110# Index LDG	EA	\$0.15
924040	PPR,Bond, PreDrill,3HLE	EA	\$0.03
976986	Paper, 110# Index LDG	EA	\$0.16
984833	Ivory, 110#, Card, LTR	EA	\$0.12
993317	White, 32#, Text, 8.5x11	EA	\$0.19

EXHIBIT D

Additional Program Terms and Conditions

1. INCENTIVES/REBATES.

The incentive(s)/rebate(s) offered hereunder are contingent on Participating Entity being in compliance with all terms and conditions set forth in this Agreement, including, where applicable, achieving Minimum Annual Spend. To the extent Participating Entity fails to remit complete and timely payment on any invoice, Contractor shall have the right to offset any monies otherwise due and owing for rebates/incentives earned against any amounts owed by Participating Entity due to delinquent Participating Entity invoices. For purposes of this Agreement, "Spend" shall mean Participating Entity's paid-for purchases under this Agreement, net of taxes, shipping costs, returns, discounts, credits, any incentives amortized for the applicable period, rebates actually paid, employee purchases under any type of purchasing program, solely in the Products and Services as listed in Recitals C, and "Contract Year" shall mean the twelve (12) month period, commencing on the Effective Date and each subsequent twelve (12) month period thereafter during the Initial Term or any Renewal Term.

Publication and Promotional Products Differential Pricing. Contractor will pay Participating Entity a rebate on the products shown on the Publication) and Promotional Products ("Publication and Promotional Products Rebate"). The rebate shall be determined by obtaining the total quantity of publications purchased from Contractor by Participating Entity multiplied by the Participating Entity's contracted price with Contractor, less the quantity of publication sold to end users by Participating Entity multiplied by Participating Entity's price (including shipping cost) charged to such end users. The rebate shall be paid on or before the 30th day of January, April, July and September of each Contract Year.

Example: Item Prospective MG v1
Purchased via Storefront \$10.00
Sell Price from Contractor to Participating Entity is \$5.00
Rebate back to Participating Entity quarterly \$5.00 per publication sold

Annual Products Spend Rebate.

Provided Participating Entity is in compliance with the payment terms set forth in the Agreement, Contractor shall pay Participating Entity an Annual Products Spend Rebate based on Products Spend per Contract Year. The Annual Products Spend Rebate will be paid to Participating Entity within sixty (60) days of the end of each Contract Year. Payment shall be based on the following tiers:

Annual Products Spend	Rebate Percentage
\$300,000-\$500,000	3.5%
\$500,001-750,000	4.0%
\$750,000-1,500,000	5.0%

2. INSURANCE. Contractor agrees to submit a Certificate of Insurance naming, to the extent of the indemnification provision in the Agreement, Virginia Tech and the Commonwealth of Virginia as additional insured parties.

3. CONTRACT ADMINISTRATOR. Stephen Kleiber, Assistant Dean of Finance, at Virginia Tech or his designee, shall be identified as the Contract Administrator and shall use all powers under the Agreement to enforce its faithful performance.

4. ELECTRONIC TRANSACTIONS AND EXECUTION IN COUNTERPARTS.

SB (Contractor)/ MSH (Virginia Tech) If this paragraph is initialed by both parties, the parties agree that electronic records, signatures, systems, formats, transmissions and communications

(collectively, "Electronic Transactions") may be utilized for this Participation Agreement and all related documents, records, submissions, approvals, and communications ("Ancillary Agreements") to the fullest extent permitted by Code of Virginia, Title 59.1, Chapter 42.1. The parties agree that electronic signatures are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. The parties further agree that Electronic Transactions may be relied on for the purposes of binding information transfer for this Project. Unless otherwise agreed to in writing by the parties, the following shall be deemed an acceptable electronic signature for the purposes of this subsection: an electronic symbol or process attached to or logically associated with a record and executed or adopted by a person with the intent to sign the record. In the event the laws, rules, or regulations of a third party governmental agency or entity do not permit the use of Electronic Transactions or Electronic Signatures, then this section shall not apply but only to the extent necessary to comply with the laws, rules, or regulations of the third party governmental agency or entity.

5. RIGHTS AND REMEDIES. Duties and obligations imposed by the Agreement and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

6. SEVERAL LIABILITY. Virginia Tech shall be severally liable to the extent of its purchases made against this Participation Agreement. Applicable entities described herein shall be severally liable to the extent of their purchases made against this Participation Agreement.

7. CRIMINAL CONVICTION CHECKS. All criminal conviction checks shall be concluded prior to the Contractor's employees gaining access to the Virginia Tech campus. Employees who have separated employment from Contractor shall undergo another background check prior to re-gaining access to the Virginia Tech campus. Contractor shall ensure subcontractors conduct similar background checks. Contractor will provide attestation certifying that the background checks have been run on the employees who will be performing the work and that such persons have not been convicted of a violent or serious felony, but will not share its employees' personal identifiable information. All employees have a duty to self-disclose any criminal conviction(s) occurring while assigned to the Virginia Tech campus. Such disclosure shall be made to Contractor, which in turn shall notify the designated Virginia Tech contract administrator within 5 days. If at any time during the term of this Participation Agreement Virginia Tech discovers an employee has a conviction which raises concerns about Virginia Tech buildings, property, systems, or security, the Contractor shall remove that employee's access to the Virginia Tech campus, unless Virginia Tech consents to such access in writing. Failure to comply with the terms of this provision may result in the termination of this Participation Agreement.

8. EXCLUSIONS. Contractor agrees that none of the following shall have any effect or be enforceable against Virginia Tech:

- i. Requiring Virginia Tech to indemnify or to hold harmless the Contractor for any act or omission;
- ii. Imposing interest charges or payments terms contrary to that specified by the Code of Virginia, Section 2.2-4347 through 2.2-4355, Prompt Payment .
- iii. Requiring the application of the law of any state other than Virginia in interpreting or enforcing the Agreement or requiring that any dispute under the Agreement be resolved in the courts of any state other than Virginia;
- iv. Permitting unilateral modification of this Contract by the Contractor;
- v. Binding Virginia Tech to any arbitration or to the decision of any arbitration board, commission, panel or other entity; or
- vi. Obligating Virginia Tech to pay costs of collection or attorneys' fees .

9. ORDER OF PRECEDENCE. In the event of any conflict between the documents that make up this Participation Agreement, the order of precedence shall be as follows:

- i. This signed Participation Agreement; and
- ii. The Office Depot Agreement contract number 005489.