WV Network for Educational Telecomputing
837 Chestnut Ridge Road
Morgantown, WV 26505

Voice: (304) 293-5192
Fax: (304) 293-5540

Purchase Order # 60000 CO2

Please show this number on all packages and documents related to this order.

P Doc No.:

Page #:

Vendor:
Crayon Software Experts LLC
12221 Merit Dr Suite 1400
Dallas TX 75251-3105

Ship to:
WVNET
837 Chestnut Ridge Road
Morgantown, WV 26505

FEIN:

Invoice to:
Accounts Payable
WVNET
837 Chestnut Ridge Road
Morgantown, WV 26505

Date	Buyer	Ship Via	F. O. B.	P. O. Date	Terms	Delivery Date Required
06/25/2026	Phil Snitz		Destination	06/25/2026	Net 30	

Item	Quantity	U/M	Description	Unit Price	Extended Price
			60000 CO2 This change order is to renew open-end contract 6000 for public and and private higher education institutions to purchase Microsoft Licenses and other Microsoft products per RFB 60000 This renewal becomes effective July 1, 2026, upon approval and is valid until June 30, 2027, with the option to renew for one (1) additional one-year period. EFFECTIVE JULY 1, 2026 – JUNE 30, 2027 Contact: Greg Landry Email: sled.us@crayon.com		

AUTHORIZED AGENT:	Phil Snitz	304-904-9309	DISCOUNT	
AUTHORIZED SIGNATURE:		06/26/2026	ADDL. CHARGES	
ATTORNEY GENERAL: (if required)	John S. Gray 7-24-26		**PURCHASE ORDER TOTAL**	**OPEN END**

ACCOUNTING INFORMATION:

This order is tax exempt. Exemption #:550571237

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

ITEMIZE INVOICES ACCORDING TO PURCHASE ORDER

STANDARD TERMS AND CONDITIONS

1. CONTRACTUAL AGREEMENT: Issuance of a Purchase Order signed by the Commission/Institution's Chief Procurement Officer and approved as to form by the Attorney General's Office constitutes acceptance by the Commission/Institution of this Contract made by and between the Commission/Institution and the Vendor. Vendor's signature signifies vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. CONTRACT TERM; RENEWAL; EXTENSION: The Initial Contract Term will be for a period of _____ 1 year_____. This contract may be renewed upon mutual consent for _____ successive years. Any request for renewals should be delivered to the Commission/Institution thirty (30) days prior to the expiration date of the contract.

3. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract upon receipt of a signed Purchase Order.

4. QUANTITIES: The quantities required under this Contract shall be identified in the Purchase Order.

5. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the Commission/Institution that cannot be unilaterally withdrawn, and signifies acceptance of the terms and conditions unless otherwise indicated.

6. PRICING: The pricing set forth herein is firm for the life of the Contract. A vendor may request the inclusion of price adjustment provisions in its bid, but final approval of any price adjustments will be made by the Commission/Institution. Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

7. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not expressly identified prior to award.

8. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the Commission/Institution may notify the vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

9. CANCELLATION: The Commission/Institution reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract.

10. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution or West Virginia Code, is void and of no effect.

11. MODIFICATIONS: Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Commission /Institution and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

12. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Commission/Institution; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

13. VENDOR RELATIONSHIP: The relationship of the vendor to the Commission/ Institution shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract.

14. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Commission/Institution, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

15. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Commission/Institution affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

16. CONFLICT OF INTEREST: Vendor, its officers, members, or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members, and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Commission/Institution.

17. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least $1 million, the vendor must submit to the Commission/Institution a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre- award interested party disclosure, within 30 days following the completion or termination of the contract.

18. PROHIBITION AGAINST USED OR REFURBISHED: Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

19. VOID CONTRACT CLAUSES – The Commission/Institution is requiring the vendor to follow the provisions of West Virginia Code §5A-3-62, which automatically voids certain contract clauses that violate State law.

Crayon

12221 Merit Dr, Suite 1400, Dallas, TX 75251
US Office: 469-329-0290

June 25, 2026

Philip G. Snitz
Manager of Business Operations
WVNET
837 Chestnut Ridge Road
Morgantown, WV 26505
O: 304-293-5192 x258
C: 304-904-9309

Re: Request to renew contract 60000 for another year

Dear Mr. Snitz,

This letter is to notify WVNET that Crayon Software Experts wishes to renew contract 60000 under the same terms and conditions previously agreed upon. This would be the first of the two optional 1-year renewals.

Please confirm to Crayon WVNET's intent to renew your EES agreement with Crayon for the upcoming year beginning on July 1, 2026, and ending on June 30, 2027.

Thank you,

Signature: Jennifer Sanders
Jennifer Sanders (Jun 25, 2026 15:22:43 CDT)

Name: Jennifer Sanders

Title: Regional General Counsel

Date: 06/25/2026

WV-EDU-West Virginia Network (WVNET) - Non-Standard Agreement Requestor: Paul Kim Request ID: 159506

Final Audit Report 2026-06-25

Created:	2026-06-25
By:	esign.service@softwareone.com
Status:	Signed
Transaction ID:	CBJCHBCAABAAPLTLdITWi51ZObqmFYsL3N84WIum8d2d

"WV-EDU-West Virginia Network (WVNET) - Non-Standard Agreement Requestor: Paul Kim Request ID: 159506" History

Document created by esign.service@softwareone.com
2026-06-25 - 20:05:51 GMT- IP address: 20.234.89.60

Document emailed to jennifer.sanders@softwareone.com for signature
2026-06-25 - 20:07:02 GMT

Email viewed by jennifer.sanders@softwareone.com
2026-06-25 - 20:20:57 GMT- IP address: 104.47.51.254

Signer jennifer.sanders@softwareone.com entered name at signing as Jennifer Sanders
2026-06-25 - 20:22:41 GMT- IP address: 74.117.93.78

Document e-signed by Jennifer Sanders (jennifer.sanders@softwareone.com)
Signature Date: 2026-06-25 - 20:22:43 GMT - Time Source: server- IP address: 74.117.93.78 - Signature appearance selected: TYPE

Agreement completed.
2026-06-25 - 20:22:43 GMT

software one | Powered by Adobe Acrobat Sign

PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code* §61-5-3) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Crayon Software Experts, LLC

Authorized Signature: Candy M. Kareem Date: 07/23/26

State of TX

County of Tarrant, to-wit:

Taken, subscribed, and sworn to before me this 23 day of July, 2026

My Commission expires Nov-17-2029, 2029.

AFFIX SEAL HERE

NOTARY PUBLIC Lourdes B Barrera

LOURDES BEATRIZ BARRERA
My Notary ID # 135540367
Expires November 17, 2029