

## MASTER AGREEMENT

### Master Agreement # 2025-107

**Effective Date: October 1, 2025**

This Master Agreement (“Agreement”) is entered into by and between, **vCloud Tech Inc.**, a for-profit, company with a business address of 609 Deep Valley Drive Suite 200 Rolling Hills Estates, CA, 90274 (“Supplier”), and the **Alliance for Innovation (AFI)**, a Florida non-profit corporation with offices at PO Box 1645, Keller, TX 76244 (“AFI”). **Edge Public**, a cooperative purchasing organization, is designated as the Group Purchasing Organization (GPO) of record under this Agreement.

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### 1. Purpose and Scope

This national cooperative procurement agreement enables AFI members and other eligible public agencies to purchase Computers, Peripherals and Accessories from Supplier through competitively solicited pricing and terms established by the originating Request for Proposal (RFP), issued by AFI as lead agency.

The Supplier acknowledges that this Agreement is awarded under a cooperative purchasing model, with Edge Public serving as the administrative and facilitative body. All participating agencies executing purchases under this Agreement are referred to as “Participating Entities.”

This Agreement ***does not constitute a purchase order or binding commitment*** by AFI or any Participating Entity. Each purchase made pursuant to this Agreement may be subject to a separate agreement between the Supplier and the purchasing entity.

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### 2. Term of Agreement

This Agreement shall be effective for **five (5) years**, through **August 31, 2030**, with **an option for one (1) two-year renewal**, contingent upon:

- A formal written renewal request from the Supplier.
  - Mutual written consent by AFI and Edge Public.
  - At least six (6) months' advance notice prior to expiration.
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### 3. Pricing and Discounts

Supplier agrees to provide the pricing outlined in your proposal, which shall include:

- Core and non-core product pricing.
- Percent discounts from published catalog or MSRP.
- Special project pricing and volume-based incentives.

Price increases are in accordance with the RFP response and must be submitted with **at least 60 days' notice** to AFI and Edge Public. Price decreases can be applied at any time, and specific member volume pricing may be offered through Member Specific Agreements (MSAs) at the discretion of the Supplier and Member.

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#### **4. Use of Agreement by Participating Entities**

This Agreement is made available to all public agencies across the United States that meet the eligibility criteria set forth by Edge Public. Use of this Agreement by such agencies is voluntary. Participating Entities shall issue their own purchase orders or contract documents referencing this Agreement, and Supplier shall transact directly with each agency.

Participating Entities agree to comply with their own procurement rules when purchasing through this Agreement.

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#### **5. Terms and Conditions**

Unless otherwise agreed under a Participating Entity's MSA, the terms and conditions of the original RFP and Supplier's response (as incorporated by reference) shall govern all transactions under this Agreement.

In the event of a conflict between a Participating Entity's order and this Agreement, the RFP terms shall prevail unless specifically waived in writing.

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#### **6. Edge Public Administrative Role**

Edge Public shall act as the GPO of record and may:

- Collect and report usage data.
- Facilitate communication and marketing efforts.
- Receive a cooperative administrative fee from Supplier, the details of which are addressed in a separate Supplier Agreement between Edge Public and the Supplier.

Supplier agrees to report quarterly sales made under this Agreement to Edge Public and remit any agreed fees accordingly.

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#### **7. Legal Compliance**

Supplier certifies compliance with all applicable federal, state, and local laws, including but not limited to:

- **EDGAR (Education Department General Administrative Regulations)**

- **2 CFR 200** for federal funds
- **Non-discrimination and equal opportunity laws**

FOIA or public record requests shall be managed in accordance with applicable state law, and no confidential or proprietary information shall be disclosed without prior written consent unless required by law.

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## 8. Entire Agreement

This Agreement, including the referenced RFP, Supplier's proposal, and all attachments (including pricing), comprises the entire understanding of the parties and supersedes any prior agreements or communications.

Modifications to this Agreement must be made in writing and signed by all parties.

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## 9. Execution

This Agreement is executed by duly authorized representatives of each party. Electronic signatures shall have the same legal force as original signatures. Delivery of signed copies by email in PDF or equivalent format is acceptable and binding.

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### Alliance for Innovation (AFI)

By: Troy Riggs

Name: Troy Riggs

Title: CEO

Date:

### vCloud Tech Inc.

By: Muhammad Khan

Name: Muhammad Khan

Title: CEO

Date: 9/16/2025