State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	**NASPO PARTICIPATING ADDENDUM AMENDMENT**	
	Contract No.:	26723
Sharp Electronics Corporation 100 Paragon Drive Montvale, NJ 07645	Amendment No.:	First
	Effective Date:	November 1, 2024

FIRST AMENDMENT

TO

NASPO PARTICIPATING ADDENDUM CONTRACT NO. 26723
MULTI-FUNCTION DEVICES AND RELATED SOFTWARE, SERVICES, AND CLOUD SOLUTIONS (NVP)

This First Amendment ("Amendment") to Contract No. 26723 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Sharp Electronics Corporation, a New York Corporation ("Contractor") and is dated as of November 1, 2024.

RECITALS

A. Enterprise Services and Contractor (collectively the "Parties") entered into that certain Contract No. 26723 dated effective as of August 1, 2024 ("Contract").

B. The Parties now desire to amend the Contract to include a 'pay equality provision' as required by the Washington State Legislature. *See* LAWS OF 2023, ch. 475, § 919(4).

C. The amendment set forth herein is within the scope of the Contract.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract as follows:

1. PAY EQUALITY. The following provision is added to the end of section 5.5 (Contractor Representations and Warranties) as a new subsection:

   (j) WASHINGTON STATE PAY EQUALITY FOR 'SIMILARLY EMPLOYED' INDIVIDUALS. Contractor represents and warrants that, among Contractor's employees, 'similarly employed' individuals are compensated as equals. For purposes of this provision, employees are similarly employed if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed. Contractor may allow differentials in compensation for Contractor's workers based in good faith on any of the following: a seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels. A bona fide job-related factor or factors may include, but is not limited to, education, training, or experience that is: consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential. A bona fide regional difference in compensation level must be consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

Notwithstanding any provision to the contrary, upon breach of warranty and Contractor's failure to provide satisfactory evidence of compliance within thirty (30) days, Enterprise Services may suspend or terminate this Contract and any Purchaser hereunder similarly may suspend or terminate its use of the Contract and/or any agreement entered into pursuant to this Contract.

2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.

3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.

4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

5. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.

6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

SHARP ELECTRONICS CORPORATION
A NEW YORK CORPORATION

By: Mike Marusic

Name: Mike Marusic

Title: President- SIICA

Date: 10/29/2024

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: Kimberly Kirkland

Name: Kimberly Kirkland

Title: IT Procurement Supervisor

Date: 10/30/24