

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411
RingSquared Telecom LLC 14 Industrial Avenue, Suite 4 Mahwah, NJ, 07430

CONTRACT AMENDMENT	
Contract No.	06614
Amendment No.	Five (5)
Effective Date	September 1, 2023

**FIFTH AMENDMENT
TO
STATEWIDE CONTRACT NO. 06614
TOLL FREE TELEPHONE SERVICES**

This Fifth Amendment (“Amendment”) to Contract No. 06614 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 (“State”) and RingSquared Telecom, LLC, (previously known as Magna5 LLC) a Delaware Limited Liability Company (“Contractor”) and is dated as of September 1, 2023.

R E C I T A L S

- A. State and Contractor (collectively the “Parties”) entered into that certain Contract No. 06614 for Toll Free Telephone Services dated effective as of May 1, 2015 (“Contract”).
- B. The Parties previously amended the Contract four (4) times.
 - a. Amendment One, dated and effective November 3, 2015, adding requirements for delivery to the State of Oregon.
 - b. Assignment, Assumption, and Consent Agreement, dated and effective September 5, 2016, assignment of this contract was transferred from X5 Solutions, Inc. a Washington corporation to Magna5, a Delaware Limited Liability Company.
 - c. Amendment Two, dated and effective July 1, 2017, amends Section 3.8 - Management Fee increased from 0.74% to 1.5% for purchases made on or after July 1, 2017.
 - d. Amendment Three, dated and effective April 30, 2018, extended the contract terms through April 30, 2021. Section 1.16 – Wage Violations was added. Section 1.17 - Pay Equality was also added.
 - e. Amendment Four, dated and effective January 1, 2021, extends the contract terms through April 30, 2024. Section 1.5 - Additional Equipment and/or Services, Interactive Voice Response (IVR) services are added. Appendix C Pricing/Additional Services is amended to include IVR services, effective January 1, 2021.
- C. The amendment set forth herein is within the scope of the Contract.
- D. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

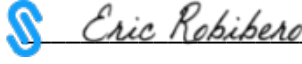
NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

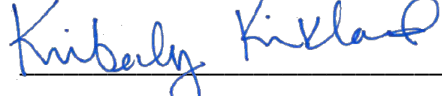
1. **APPENDIX C PRICING/ADDITIONAL SERVICES.** **Appendix C Pricing** of the Contract is hereby amended by deleting the existing Appendix C Pricing/Additional Services in its entirety and inserting the attached **Appendix C Pricing Appendix C Pricing** (dated September 1, 2023). As of the effective date of this Amendment, any reference to **Appendix C Pricing** shall be deemed to be a reference to the attached **Appendix C Pricing** (dated September 1, 2023).
2. **ECONOMIC ADJUSTMENT.** As directed in Section 2.4 of Master Contract 06614, an Economic Price Adjustment of 3.8% is applied to all prices in Appendix C Pricing sheet.
3. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
4. **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.
5. **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.
6. **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.
7. **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.

**RINGSQUARED TELECOM LLC,
A DELAWARE LIMITED LIABILITY COMPANY**

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: 
Name: Eric Robibero
Title: VP Operations
Date: 09/29/2023

By: 
Name: Kimberly Kirkland
Title: Procurement Supervisor
Date: 9/29/2023

