



MASTER AGREEMENT

ADVANTAGE CONTRACT #: 18P 2307250000000000012	
COMMODITY/SERVICE DESCRIPTION: Condoms and related products	
START DATE: 7/25/2023	END DATE: 6/30/2027


This Contract is between the following State of Maine Department and Provider:

STATE OF MAINE DEPARTMENT		
DEPARTMENT NAME: Office of State Procurement Services		
ADDRESS: 111 Sewall St., 4 th Floor Burton Cross Office Building, SHS# 9		
CITY: Augusta	STATE: ME	ZIP CODE: 04333-009
PROVIDER		
PROVIDER NAME: Global Protection Corporation		
ADDRESS: 630 Lynnway		
CITY: Lynn	STATE: MA	ZIP CODE: 01905
PROVIDER'S VENDOR CUSTOMER #: VC1000033339		

Each signatory below represents that the person has the requisite authority to enter into this Contract.

Department Representative:

Provider Representative:

Signed by:

2D5B0E38F57E44A...
 Bill Allen, Senior Procurement Manager-
 Contracting
 Date 3/9/2026

DocuSigned by:

54DC4CC3B82F47D...
 David Gonzalez, Public Sector Sales Manager
 Date 3/9/2026

The contract is fully executed when all parties sign and funds have been encumbered. Upon final approval by the Office of State Procurement Services, a case details page will be made part of this contract.

DEPARTMENT AND PROVIDER POINT OF CONTACT and PROCUREMENT METHOD

PROCUREMENT SERVICES MA MANGER: The Procurement Services MA Manager manages the MA contract documents. All other communication is to be with the agency the services were provided to.

NAME: Michael McNeil	
EMAIL: michael.mcneil@maine.gov	TELEPHONE: 207-956-2351

VENDOR CONTACT: The vendor contact person will help consumers place orders, inquire about orders that have not been delivered, all shipping issues, quality issues and any issues pertaining to the Master Agreement (MA) contract. All orders not submitted through a Delivery Order will be sent through the vendor contact person. The vendor contact person for this MA is:

NAME: David Gonzalez	
EMAIL: Government@GlobalProtection.com	TELEPHONE: 617-946-2800

Any changes to the individuals identified above may be changed at any time through written notice by either party.

Master Agreement (MA) procurement method: PA (MMCAP Infuse Agreement: MMS2200720)

Member-Requested Participation Addendum (MPA)

This Addendum (“**MPA**”) is entered into by State of Maine (“**Member**”) and Global Protection Corp., a corporation with a principal address of 630 Lynnway, Lynn, MA 01905 (“**Vendor**”) and MMCAP Infuse, an agency of the State of Minnesota (“**MMCAP Infuse**”), regarding MMS2200720 (“**Agreement**”).

WHEREAS, Member and Vendor wish to amend the terms and conditions of the Agreement to address the matters of Member.

WHEREAS, MMCAP Infuse has sole approval authority to any changes to the Agreement, thus is a signatory to this MPA.

WHEREAS, Member, MMCAP Infuse, and Vendor do not intend to alter, amend, interfere, modify, or adjust the contractual relationship of MMCAP Infuse and Vendor.

THEREFORE, the parties agree as follows:

I. **DEFINITIONS**

- A. **Membership**: Means the joint power cooperative comprised of the MMCAP Infuse authorized states, departments, facilities, and other municipalities.
- B. **Facilities**: Means the authorized departments, facilities, and other municipalities approved by Member and MMCAP Infuse to access and use this MPA, as identified on Exhibit B.

II. **EFFECTIVE DATE AND TERM**

- A. **Effective Date**: This MPA is effective on the date all signatures have been obtained.
- B. **Termination**: This MPA terminates upon:
 - 1. Thirty (30) calendar days’ written notice to the other parties; or
 - 2. The termination of the Agreement between MMCAP Infuse and the Vendor; or
 - 3. Written agreement executed by all parties.

III. **SCOPE**

- A. **Exhibit A**: Which is attached and incorporated herein, identifies the Agreement and all other documents to be incorporated into the contractual relationship between Member and Vendor.
- B. **Exhibit B**: Which is attached and incorporated herein identifies the language to be incorporated into the contractual relationships between Member and Vendor, as referenced on Exhibit A. In the event of any conflict between the terms of the Agreement and Exhibit B of this MPA, the terms of Exhibit B will supersede as between Member and Vendor. *MMCAP Infuse, the State of Minnesota, nor any other party of the Membership (except for the Facilities) are bound by the terms of Exhibit B.*

IV. **GENERAL PROVISIONS**

- A. **Assignment**: Except as affirmed in this MPA, the Member nor Vendor will assign, delegate, or transfer any rights or obligations under this MPA without the prior written consent of MMCAP Infuse.
- B. **Counterparts and Electronic Signature**: The MPA cannot be executed in counterparts and will not be enforceable until MMCAP Infuse has obtained all required signatures. If requested by MMCAP Infuse, Member and Vendor expressly agree to conduct transactions under the MPA by electronic means (including, without limitation, with respect to execution, delivery, storage and transfer of this MPA by electronic means and to the enforceability of this electronic agreement). MMCAP Infuse will be deemed to have control of the authoritative copy for the electronic transferable record, in each case regardless of whether applicable law recognizes electronic transferable records or control of electronic transferable records and regardless of whether this MPA is an electronic record or transferable record. Member and Vendor will cooperate with and take all actions required by MMCAP Infuse in order for this MPA to be a transferable record, to ensure that MMCAP Infuse has control of the authoritative copy of such transferable record.

- C. **Amendments:** Any amendment or modification to this MPA must be in writing and will not be effective until executed by Vendor, the Member, and MMCAP Infuse.
- D. **Jurisdiction and Venue:** This MPA, except for the contents of Exhibit B, will be governed by the laws of Minnesota. Venue for all legal proceedings involving MMCAP Infuse arising out of this MPA, or breach thereof, will be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota. All disputes between Member and Vendor will be governed as agreed upon in the Agreement.

IN WITNESS WHEREOF, the undersigned parties have caused this MPA to be signed on their behalf intending to be bound thereby.

BY AND BETWEEN:

FOR THE MEMBER:

STATE OF MAINE

Signed by:

William J.E. Allen

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William J.E. Allen

Signature: _____

Printed: _____

Title: _____

Senior Procurement Manager

Date: _____

8/18/2025

VENDOR: GLOBAL PROTECTION CORPORATION

Signature: _____

David Gonzalez

Printed: _____

David Gonzalez

Title: _____

Public Sector Sales Mgr.

Date: _____

08/15/2025

IN AN APPROVAL CAPACITY ONLY:

State of Minnesota for MMCAP Infuse

In accordance with Minn. Stat. § 16C.03, subd. 3

DocuSigned by:

Jared Huizenga

Signature: _____

8EF19316852F4F7...

Printed: _____

Jared Huizenga

Date: 8/18/2025

Minnesota Commissioner of Administration

In accordance with Minn. Stat. § 16C.05, subd. 2

DocuSigned by:

Christina Fox

Signature: _____

126B5884704A473...

Printed: _____

Christina Fox

Date: 8/18/2025

[SIGNATURE PAGE]

EXHIBIT A

Agreement and other Applicable Legal Documents

1. Agreement MMS2200720

EXHIBIT B**Language Modification of the Agreement**

The following terms and conditions are entered into between Vendor and the Member and are added to the documents identified on Exhibit A. Neither MMCAP Infuse, the State of Minnesota, nor the Membership, except for the Member (and applicable Facilities), are bound by the terms within this Exhibit.

Additional Terms:

- 1. DEFINITIONS:** The following additional definitions are applicable to the additional terms in this Exhibit B:
 - a. The term "Department" or "DAFS" shall refer to the State of Maine Department of Administrative and Financial Services.
 - b. The term "Bureau" or "BGS" shall refer to the State of Maine Bureau of General Services.
 - c. The term "Office" or "OSPS" shall refer to the Office of State of Procurement Services.

2. WARRANTY:

Neither the final certificate of payment nor any provision herein, nor partial nor entire use of the articles provided shall constitute an acceptance of work not done in accordance with this MPA or relieve the Vendor liability in respect of any warranties or responsibility for faulty material or workmanship. The Vendor shall remedy any defects in the work and pay any damage to other work resulting therefrom, which shall appear within one year from the date of final acceptance of the work provided hereunder. The Office of State Procurement Services shall give written notice of observed defects with reasonable promptness.

3. TAXES: Vendor agrees that, unless otherwise indicated in the order, the prices herein do not include federal, state, or local sales or use tax from which an exemption is available for purposes of this order. This does not exempt the Member from paying any mandated health care federal taxes. Vendor agrees to accept and use tax exemption certificates when supplied by the OSPS as applicable. In case it shall ever be determined that any tax included in the prices herein was not required to be paid by Vendor, Vendor agrees to notify the OSPS and to make prompt application for the refund thereof, to take all proper steps to procure the same and when received to pay the same to the OSPS.

4. PACKING AND SHIPMENT: Deliveries shall be made as specified without charge for boxing, carting, or storage, unless otherwise specified in the Agreement. Articles shall be suitably packed to secure lowest transportation cost and to conform to the requirements of common carriers and any applicable specifications. Order numbers and symbols must be plainly marked on all invoices, packages, bills of lading, and shipping orders. Bill of lading should accompany each invoice. Count or weight shall be final and conclusive on shipments not accompanied by packing lists.

5. INSPECTION: All articles and work will be subject to final inspection and approval after delivery, notwithstanding prior payment, it being expressly agreed that payment will not constitute final acceptance. The Office of State Procurement Services, at its option, may either reject any article or work not in conformity with the requirements and terms of this order, or re-work the same at Contractor's expense. The OSPS may reject the entire shipment where it consists of a quantity of similar articles and sample inspection discloses that ten (10%) percent of the articles inspected are defective, unless Contractor agrees to reimburse the OSPS for the cost of complete inspection of the articles included in such shipment. Rejected material may be returned at Contractor's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective articles of work shall be made unless specified by the OSPS. If there is an inspection and return process in the Agreement, that will supersede this Paragraph, regardless of Order of Precedence.

6. INVOICE: The original and duplicate invoices covering each and every shipment made against this order showing Agreement number, Vendor number, and other essential particulars, must be forwarded promptly to the ordering agency concerned by the Vendor to whom the order is issued. Delays in receiving invoice and also errors and omissions on statements will be considered just cause for withholding settlement without losing discount privileges. All accounts are to be carried in the name of the agency or institution receiving the goods, and not in the name of the Office of State Procurement Services.

7. INTERPRETATION: This MPA shall be governed by the laws of the State of Maine as to interpretation and performance between Member and Vendor.

8. DISPUTES: As to disputes exclusively between Member and Vendor, the OSPS will decide any and all questions which may arise as to the quality and acceptability of articles provided and installation of such articles, and as to the manner of performance and rate of progress under this MPA. Between Member and Vendor, the OSPS will decide all questions, which may arise as to the interpretation of the terms of this MPA and the fulfillment of this MPA on the part of the Vendor.

9. SOLICITATION: The Vendor warrants that it has not employed or written any company or person, other than a bona fide employee working solely for the Vendor to solicit or secure this MPA, and it has not paid, or agreed to pay any company, or person, other than a bona fide employee working solely for the Vendor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award for making this MPA. For breach or violation of this warranty, the OSPS shall have the absolute right to annul this MPA or, in its discretion, to deduct from the MPA price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

10. WAIVER: The failure of the OSPS to insist, in any one or more instances, upon the performance of any of the terms, covenants, or conditions of this order or to exercise any right hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition or the future exercise of such right, but the obligation of Vendor with respect to such future performance shall continue in full force and effect.

11. MATERIAL SAFETY: All manufacturers, importers, suppliers, or distributors of hazardous chemicals doing business in the State of Maine must provide a copy of the current Material Safety Data Sheet (MSDS) for any hazardous chemical to their direct purchasers of that chemical.

12. COMPETITION: By accepting this MPA, Vendor agrees that no collusion or other restraint of free competitive bidding, either directly or indirectly, has occurred in connection with this award by the OSPS of Purchases.

13. INTEGRATION: In respect to the relationship between the Member, and Vendor, all terms of this MPA are to be interpreted in such a way as to be consistent at all times with this document, and this document shall take precedence over any other terms, conditions, or provisions incorporated into the Agreement.

14. ORDER OF PRECEDENCE. In the event of a conflict between the documents comprising this MPA and the Agreement in respect to the relationship between Member and Vendor, the Order of Precedence shall be:

- a. Exceptions - If applicable
- b. This MPA
- c. Scope of Work - If applicable
- d. Agreement - as referenced in Exhibit A

15. CYBERSECURITY AND PROHIBITED TECHNOLOGIES: The Vendor certifies to the best of Vendor's knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this MPA:

- a. is not a foreign adversary business entity, <https://www.maine.gov/oit/prohibited-technologies>, Title 5 MRSA §2021 (3); and
- b. is not on the list of prohibited companies or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services <https://www.maine.gov/oit/prohibited-technologies>, Title 5 MRSA §2030-B.

A person who knowingly signs this MPA, in violation of this section, commits a civil violation for which a fine may be adjudged in an amount that is twice the amount of this contract or \$250,000, whichever is greater, Title 5 MRSA §2030-A.



Minnesota Department of Administration
Office of State Procurement
50 Sherburne Avenue, Suite 112 Administration Building, St. Paul, MN 55155
Phone: 651.201.2420

Global Protection Corporation

MMS2200720

Prepared on February 3, 2023

The most current version

<https://members.mmcap.mn.gov/contract-documents>

PREFIX A

Definitions and Acronyms

Are attached and incorporated into the Agreement

Definitions

1. **Administrative Fee:** Means three percent (3%).
2. **Class of Trade:** All Members are eligible for contract pricing.
3. **Contract Pricing:** Means the price that the Vendor has agreed to provide the Products to MMCAP Infuse and its Membership as set forth on **Attachment A** and any subsequent amendment to this Agreement.
 - A. **Fixed Pricing:** Means Vendor cannot increase the Contract Pricing for the Products identified on **Attachment A** or any subsequent amendment to this Agreement during the Agreement Term.
4. **Days:** (Not required to be capitalized) Unless otherwise specified in this Agreement, all references to days will be calendar days.
5. **Government Unit:** Any entity as defined by Minnesota Statute 471.59.
6. **Member:** Means an approved MMCAP Infuse State or other Government Unit that has executed a membership application and Member agreement with MMCAP Infuse.
7. **Membership:** Means the joint power cooperative comprised of the MMCAP Infuse authorized States, Members, and other Government Units.
8. **Onboarding Date:** Means the Vendor must allow new Members to access to the Agreement within seven (7) days of notice by MMCAP Infuse.
9. **Order Form:** Means the document or electronic platform Member utilizes to obtain Products.
10. **Products:** Means all products offered by the Vendor in this Agreement, which is identified in **Attachment A**
11. **Special Orders:** Orders made that are atypical for the normal course of business for a Vendor and/or Member; typically, these will be a bulk order or a single order with numerous ship-to locations.
12. **State:** Means one of the recognized fifty (50) states of the United States of America.

The most current version
AGREEMENT FOR MMCAP INFUSE NO. MMS2200720
<https://members.mmcap.mn.gov/contract-documents>

THIS Agreement (“**Agreement**”) is entered into as of the Effective Date by and between the State of Minnesota acting through its Commissioner of Administration (“**Minnesota**”) on behalf of MMCAP Infuse (“**MMCAP Infuse**”) and Global Protection Corp., a corporation with an address of 12 Channel Street, 4th Floor, Boston, Massachusetts 02210 (“**Vendor**”).

Agreement Term:

1. **Effective Date:** July 1, 2023, or the date MMCAP Infuse obtains all required signatures as required under Minnesota Statute, whichever is later.
2. **Expiration Date:** June 30, 2025.
3. The Agreement Term may be extended upon mutual agreement of MMCAP Infuse and Vendor.

AGREEMENT COMPONENTS

The following components are the Agreement; all referenced Prefix and Attachments, are attached and incorporated into this Agreement.

1. **Prefix A:** Definitions
2. **Attachment A:** Products and Pricing
3. **Attachment B:** Further Discounts
4. **Attachment C:** Required Member Onboarding Forms
5. **Attachment D:** Required Reporting
6. **Attachment E:** MN Statutory Language

ARTICLE I
PRICING AND CHANGES

- 1.1 **Notices.** All notices under this Article must be sent to: mmcap.infuse@state.mn.us.
- 1.2 **Fixed Pricing.** Vendor must hold pricing for Products firm for at one (1) year from the Effective Date. Each time pricing is changed, the Vendor must wait one (1) year from the change date to amend the pricing again.
 - A. **Price Reductions.** After the Effective Date, Vendor may submit to MMCAP Infuse price reductions but must notify MMCAP Infuse before they can take effect.
 - B. **Price Increases.** Price increases will only be accepted with (i) at least ninety (90) days’ written notice; (ii) a force majeure condition can be established; (iii) and is approved by MMCAP Infuse. Except as provided for in this Agreement, no fee, percentage, or other cost may be added to the products purchased under this Agreement unless the fee, percentage, or cost is defined and approved in writing by MMCAP Infuse.
- 1.3 **Notice to MMCAP Infuse:** Vendor must provide justification for all price increases. In the event Vendor does not notify MMCAP Infuse of a price increase, Vendor must honor wholesalers’ chargebacks for the most recent previous Contract price until such time as MMCAP Infuse receives notice of and approves the price increase.
- 1.4 **Competitive Pricing.** If MMCAP Infuse is made aware and determines during the Agreement Term Vendor is offering better Contract Pricing and/or Products to another group purchasing organization or Government Unit, Vendor will have ten (10) days to work with MMCAP Infuse to amend this Agreement to provide MMCAP Infuse the same Contract Pricing and/or Products.
- 1.5 **Member Fees.** In the event a Member requires a fee, assessment, and/or additional costs in addition to the Contract Pricing; those fee, assessment, and/or additional costs must be added on top of the Contract Pricing and/or an adjustment to the discounts must be made so Vendor does not absorb the fee. Vendor must not pay a Member levied fee without first collecting the fee through increased Contract Pricing for the applicable Member. The fees will be set aside and paid to the Member as detailed in a form provided and approved by MMCAP Infuse.
- 1.6 **Value-Added Programs.** Members must be offered any programs normally offered to the Vendor’s general customer base (e.g., rebates, tiered pricing, continuing education courses, marketing information, etc.) at the same or lower cost as that offered to the general customer base.

ARTICLE II
SUPPLYING AND AVAILABILITY

- 2.1 **Product Outages.** It is the responsibility of the Vendor to maintain sufficient inventory levels for all Products to meet the foreseeable needs of the Members, whether it is direct sales to the Members. It is expected that the Vendor will be able to fulfill a combined direct and/or wholesaler purchase volume of 150% of the Members’ previous quarter’s volume; if Vendor cannot fulfill orders made by Members directly to the Vendor and/or a wholesaler Vendor stock outage will be considered a failure to perform by the Vendor. The Vendor agrees to utilize the following process in the event of a backorder situation due to a Vendor-created stock outage.

- The most current version
<http://members.mmcab.mn.gov/contract-documents>
- A. **Immediate Notification:** Vendor's ordering system will provide notice within twenty-four (24) hours to the MMCAP Infuse and its Members of any Products covered by this Agreement that the Vendor has placed on backorder. Vendor's backorder notification will include:
- the Products placed on backorder status;
 - the expected timeline of the backorder;
 - the reason for the stock outage was caused; and
 - how the Vendor intends to resolve the backorder situation.
- B. **Substitution:** If Members consents, Vendor may offer like-kind Products at the same or lower price as the out of stock product. If no acceptable substitution can be offered, the Member may purchase the same or equivalent Product from an alternative MMCAP Infuse vendor, or if unavailable through an alternative MMCAP Infuse vendor, Member may purchase an alternative equivalent Product on the open market, including retail, for the period in which the Vendor is unable to provide the Products. The Vendor will reimburse for any excess costs (including shipping and third party fees) over the Contract Pricing of this Agreement sustained by Member via a credit within thirty (30) days of receipt of the claim.
- Vendor must pay claims directly to the Member's within thirty (30) days of receipt of a claim. The Member has the right to charge, and Vendor agrees to pay, a late fee equal to the statutory maximum allowable percentage per month of the amount of any claim within thirty (30) days from receipt of the claim.
 - Force Majeure:** Any instances of Force Majeure, as identified in Paragraph 4.4, will exempt Vendor from providing a credit to Member.
- C. Vendor will be responsible for all product outage claims for 180-calendar days unless the Vendor has provided MMCAP Infuse with at least 180 calendar days' advanced written notice of the intent to remove a Product from production and discontinue distribution in the market. Vendor will remain responsible for all claims during the 180-day notice period.
- 2.2 **Product Dating.** All Products supplied to Members must have an expiration date of at least eighteen (18) months from the date of manufacture and have a least a six (6) month shelf life from the date of acceptance of the Product by the Member. For Products that have an expiration dates less than six (6) months, Vendor will (A) discount the Product no less than twenty percent (20%); (B) Member must be notified and provided written consent before delivery; and (C) Products must be usable for at least fifteen (15) days on the date received by Member.
- 2.3 **Product Discontinuation.** If the Vendor assigns, discontinues, or deletes a Product during the Agreement, Vendor must provide written notice to MMCAP Infuse at least sixty (60) days prior. If inventory is depleted prior to the end of the sixty (60) day period, Paragraph 2.1 will apply.
- 2.4 **Products Returned to the Vendor.** Vendor will accept returns in accordance with applicable laws, regulations, and normal business practices. To return a Product, a Member must:
- Obtain a pre-approved Return Authorization Number is required for all Returns. To request a Return Authorization Number, please contact the Vendor's customer service department within twenty (21) days of purchase.
 - All returned items must be in new, unused, and unopened condition and in full cases. Using the original packaging, please prepare the item by clearly marking the Return Authorization number next to the address label. A Return Credit will be issued once the item is returned and inspected.
 - Condom demonstrators are not eligible for a return, unless the Product was damaged in transit, was shipped in error, or is defective.
- 2.5 **Product Recalls.** If any Product covered by this Agreement requires modification, is removed, or recalled by the Vendor, then Vendor will promptly notify MMCAP Infuse and the affected Members within three (3) days. Vendor agrees to comply with any process mandated by the FDA, or any other regulatory body if applicable, and will address the recall with each Member. Members will not incur costs for Product returns related to recalls Vendor will issue credit for recalled Product.
- 2.6 **Backorders.** Vendor must provide written notice of all Product backorders expected to last longer than thirty (30) calendar days and/or inability to supply situations to MMCAP Infuse within twenty-four (24) hours of the knowledge of the situation. Notices must include the reason(s) for and the expected duration of the issue. Notices must be sent to: mmcap_infuse.hpscontracts@state.mn.us.

ARTICLE III

PAYMENT, ORDERS, AND DELIVERY

- 3.1 **Conditions of Payment.** All Products provided by the Vendor under this Agreement must be performed to the satisfaction of MMCAP Infuse and the Member, and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Vendor will not receive payment for work found by MMCAP Infuse to be unsatisfactory or performed in violation of federal, state, or local law.
- 3.2 **Payment Method.** Vendor will accept Electronic Funds Transfer (EFT), credit card, or P-Card as a payment method and Member will initiate this process with its financial institution.

- 3.3 **Federal Funds.** Payments under this Agreement may be made from federal funds. The Vendor is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Vendor's failure to comply with federal requirements.
- 3.4 **Orders.** As a condition for purchasing under this Agreement, purchasers must be Members in good standing with MMCAP Infuse. Vendor may use their own Order Forms. To the extent that the terms of any Order Form(s) conflict with the terms of this Agreement, the terms of this Agreement supersede. Each Member will be responsible for payment for Products to the Vendor and MMCAP Infuse will not be liable for any unpaid invoice of any Member. Vendor agrees to invoice the Members as established in this Agreement.
- A. The use of obtaining a Product from the Order Form constitutes a binding contract. All Products furnished will be subject to inspection and acceptance by the ordering entity after delivery. No substitutions or cancellations are permitted without written approval of the Member. Back orders, failure to meet delivery requirements, or failures to meet specifications in the Order Form and/or the Agreement authorizes the ordering entity to cancel the order, or any portion of it, purchase elsewhere, and charge the full increase in cost and administrative handling to the Vendor.
- 3.5 **Termination of Individual Orders.** Members may terminate, immediately or as identified by Member, individual Order Forms, in whole or in part, upon written notice to Vendor upon the occurrence of any of the following events:
- A. The Member fails to receive funding, or appropriations, limitations or other expenditure authority at levels sufficient to pay for Products to be purchased under the Order Form;
- B. Federal or state laws, regulations, or guidelines are modified or interpreted in such a way that either the purchase of the Products under the Order Form are prohibited, or the Member is prohibited from paying for the Products from the planned funding source; or
- C. Vendor commits any material breach of this Agreement or Order Form.
- Upon receipt of written notice of termination, Vendor will stop performance under the Order Form as directed by the Member. If a standing Order Form is terminated, the Member must pay Vendor in accordance with the terms of this Agreement for goods delivered and accepted by the Member.
- 3.6 **Jurisdiction and Venue of Orders.** Upon completion of the Dispute Resolution process outlined in this Agreement, and solely with the prior written consent of MMCAP Infuse and the State of Minnesota Attorney General's Office, the Member may bring a claim, action, suit, or proceeding against Vendor. The Member's request to MMCAP Infuse to bring the claim, action, suit, or proceeding must identify the desired jurisdiction, venue, and governing law. As it applies to purchases made by a Member, nothing in the Agreement will be construed to deprive the Member of its sovereign immunity, or of any legal requirements, prohibitions, protections, exclusions, or limitations of liability applying to this Agreement or afforded by the Member's law.
- 3.7 **Shipment for Products.** Vendor must distribute and deliver the Products covered under this Agreement to all Members, including the states of Alaska and Hawaii. If the Member account is in good standing, the Vendor will at no time, refuse to deliver to any Member without the prior written approval by the Member and MMCAP Infuse.
- A. **Freight Terms:** Delivery for Products under this Agreement shall be FOB Destination unless otherwise agreed to by Vendor and Member, and with the following exceptions. Vendor will not add any fuel or other shipping surcharges; however, with written notice to the Member beforehand, the Vendor can assess freight charges under the following circumstances:
- i. Shipping will be charged at the higher rate of (a) \$10.00 or (b) ten percent (10%) of the purchase price under these circumstances:
- a. Orders below \$250 per destination.
- b. The order does not contain at least 500 condoms or 1,000 lubricants.
- c. Outreach, education, and promotional materials (as indicated by an asterisk in the item's description).
- ii. Shipments to non-continental U.S. territories including Puerto Rico, Guam, and the Virgin Islands.
- iii. Shipments to addresses other than what is listed on the Membership roster.
- B. **Delivery Schedule:** Upon request from Member, Vendor will work with Member to establish a routine delivery schedule. Unless otherwise agreed to by Vendor and Member, shipments are sent from Boston, Massachusetts via UPS Ground and generally arrive in five (5) business days to destinations in the continental United States. Shipping confirmation including UPS Tracking Number will sent to purchaser upon request. It is understood that deliveries to Alaska or Hawaii may take longer.
- i. If the Member has requested alternate shipping methods or expedited shipping speeds; the Vendor will pass-through those costs without additional markup or fees.
- C. **Hazardous Materials:** Vendor will only ship hazardous materials as allowed by the appropriate government regulations.
- D. **Damaged Products:** All damaged Products must be reported to Vendor's customer service department within twenty-one (21) days of purchase to be eligible for a potential credit or re-shipment. Applicable credits will be issued within ten (10) days from date of notification of the damaged item; alternatively re-shipment of missing Product will occur immediately after notification.

- The most current version
<https://members.mmcap.in.gov/contract-documents>
- E. **Lost Products:** All lost Products must be reported to Vendor's customer service department within twenty-one (21) days of purchase to be eligible for a potential credit or re-shipment. Applicable credits will be issued within ten (10) days of notification of lost Product; alternatively re-shipment of missing Product will occur immediately after notification.
 - F. **No Minimum Order Requirements:** During the Agreement, there will be no minimum order requirements or extra charges assessed to orders, regardless of order size or payment amount.
 - G. **Special Conditions for Products:** If applicable to the Products offered under this Agreement, Vendor will maintain appropriate temperatures and environmental conditions in accordance with manufacturer requirements for delivery of the Products to the Members. All refrigerated Products will be shipped in returnable coolers or disposable coolers with appropriate packaging to maintain the required temperature range. Products requiring refrigeration will be clearly marked as such. Temperature monitors will be used if they are required by the manufacturer. If Member refuses Products that have been inadequately packaged, the Member will notify Vendor's customer service department to log the complaint. Any costs associated with the return of Product due to improper packaging or transport, will be at the expense of the Vendor.

3.8 **Invoicing.** Vendor will submit an invoice with each order.

- A. **Invoice Fields:** At a minimum, Vendor's invoice will contain the following fields:
 - i. Member name and Vendor-assigned account number for the Member;
 - ii. Invoice line number and Member's order number (Member must provide an order number at the time of order for this to appear on Vendor's invoice);
 - iii. Bill to and ship to address;
 - iv. Invoice date;
 - v. Vendor's SKU item number, Product name/description and packaging as associated with NDC/UNSPSC number(if applicable to this Agreement);
 - vi. Unit price, quantity ordered, quantity shipped, extension (unit price multiplied by the quantity shipped), and total invoice price; and
 - vii. Applicable omit codes (e.g., manufacturer backorder, manufacturer discontinued, etc.).
- B. **Invoice Rounding:** Vendor agrees to round down if the third digit after the decimal is four (4) or less. Vendor agrees that any rounding will occur at the Member invoice unit price.
- C. **Invoice Disputes:** Member will notify Vendor of any known dispute with an invoice within fifteen (15) days from receipt of the invoice. If all, or a portion of the disputed invoice is found to be in error, Vendor shall issue a credit and/or adjust the original invoice to the Member appropriately and provide a corrected invoice. Where the above is prohibited by a Member state's applicable law(s), the Vendor shall comply with requirements of that state's law(s) related to disputed invoices. Vendor will make a good faith effort to resolve known disputes related to Agreement pricing within thirty (30) days of notice of the dispute. This clause will in no way be deemed a limitation on the parties, as it relates to the future auditing and/or correction of invoices.
 - i. In the event that applicable state law mandates set-off by a Member, such set-off rights shall be exercised only to the extent expressly set forth in the applicable statute.

3.9 **Payment Terms.** All purchases must be pre-paid to Vendor. If a Member desires to have thirty (30) days from the receipt of the invoice to make payment, they must submit a credit check and be approved by the Vendor.

3.10 **Credits and Rebills.** Vendor will process credits and rebills as notifications are received from a Member. In the case of an invoice dispute, Vendor will promptly issue credits/rebills, after the Dispute Resolution process set forth in this Agreement.

- A. Vendor credits are valid until they are refunded or the account has used payment.
- B. In the event of a facility closure, or other extreme event where the Member will not be making another purchase through Vendor, the Member may cash out its credit(s).
- C. If directed by a Member, a credit can be transferred from one account to another account.
- D. The Vendor will take all commercially reasonable steps to ensure that credits that become available close to the end of the Member's fiscal year, are activated for use by the Member no later than five (5) days before the end of the fiscal year.
- E. Vendor's credit memo will contain, but is not limited to the following information:
 - i. original order number and invoice number;
 - ii. itemized listing of the Contract Items affected;
 - iii. any new invoices associated with the credit; and
 - iv. Net credit amount available to the Member.

3.11 **Price Audits and Corrections.** In the event of a Contract Pricing error that is attributable to the Vendor, Vendor agrees to process credit/rebills for the past six (6) calendar months. When a Member or MMCAP Infuse discovers an error in pricing, they will notify Vendor.

3.12 **Special Orders.** Members can make a Special Order(s) request from the Vendor that do not adhere to the terms to Article Three provided the follow terms are met:

- A. The Products ordered are listed on **Attachment A**;
- B. The Special Order offer from the Vendor to the Member must hold firm for thirty (30) days;

- C. Both Vendor and Member agree to the terms; and
D. MMCAP Infuse reviews and signs off on the order.

ARTICLE IV
TERMINATION, CANCELLATION, AND REMEDIES

- 4.1 **Cancellation.** MMCAP Infuse may cancel this Agreement any time, without cause, upon thirty (30) days' written notice to the Vendor.
- 4.2 **Termination for Cause.** Either party may terminate this Agreement at any time on the basis the other party breached this Agreement. The moving party must provide written notice to the other party, which upon the receiving, the other party has thirty (30) days to cure the defects. Upon thirty (30) days, the breaching party has not cured the defects, the moving party may terminate this Agreement after ten (10) subsequent days.
- 4.3 **Termination for Insufficient Funding.** MMCAP Infuse may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the Products covered here. Termination must be by written or electronic mail notice to the Vendor. MMCAP Infuse is not obligated to pay for any Products that are provided after notice and effective date of termination. However, the vendor will be entitled to payment, determined on a pro rata basis, for Products satisfactorily performed to the extent that funds are available. Minnesota will not be assessed any costs, fees, or other charges if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MMCAP Infuse must provide the Vendor notice of the lack of funding within a reasonable time of MMCAP Infuse receiving that notice.
- A. For orders made by a Member, Vendor agrees to the applicable statutory terms of the applicable Member if the Member fails to receive funding, or appropriations, limitations or other expenditure authority at levels enough to pay for the Products.
- 4.4 **Force Majeure.** A party will not be considered in default in the performance of its obligations in the Agreement to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot or other catastrophes beyond the reasonable control of the party. Force majeure will not apply to the extent that the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party claiming excuse of performance under this provision must provide the other party prompt written notice of the failure to perform, take commercially reasonable efforts to mitigate the damages caused to all parties, and take all necessary steps to bring about performance as soon as practicable.
- 4.5 **Breach.** In the event of a breach of this Agreement, MMCAP Infuse and Members reserve the right to pursue any other remedy available by law. Vendors may be removed from Minnesota's vendor list; suspended; or debarred from receiving a contract for failure to comply with terms and conditions of the Agreement.
- 4.6 **Failure to Perform.** Upon failure to perform the following items in the time and manner as set forth herein, the following fees shall be paid by Vendor:
- A. **Reports.** In the event that any report and/or data provided by the Vendor, pursuant to the terms of this Agreement, is not received according to schedule, contains incorrect data, incomplete data, or no data, or is more than a minor defect or causes harm to MMCAP Infuse's ability to conduct business or its governmental purpose, Vendor will pay the following to MMCAP Infuse: \$500/day, until resolved.
- B. **Late Administrative Fee Payments:** As provided for in statute for late payments to the State of Minnesota.
- C. **Notices and Signatures.** If the Vendor fails to provide notice or signature as provided for in this Agreement, the Vendor will pay the following to MMCAP Infuse: \$200/day, until resolved.
- D. **Class of Trade:** In connection with this Agreement, if the Vendor denies pricing to any class of trade that has not been pre-approved by MMCAP Infuse, Vendor will pay MMCAP Infuse \$200/per violation.
- E. **Adding and Removing Members.** Every time the Vendor fails to meet the timeline requirements in this Agreement to add or remove a Member's eligibility to purchase Products, Vendor will pay MMCAP Infuse \$1,500/per violation.
- F. **Application of Fees.** The application of the amounts herein shall not excuse Vendor's performance obligations as set forth in this Agreement, nor will it waive any rights of MMCAP Infuse or Members to seek any and all available legal and equitable remedies. Vendor acknowledges that the fees set forth above are not penalties, but rather seek to make MMCAP Infuse and Members whole for any failure of performance by the Vendor, as based upon good faith estimates as agreed to by the parties.
- 4.7 **Dispute Resolution.** Vendor and MMCAP Infuse will handle dispute resolution for unresolved issues using the following procedure.
- A. **Notification.** Parties shall promptly notify each other of any known dispute and work in good faith to resolve such dispute within thirty (30) days.
- B. **Escalation.** If parties are unable to resolve the issue in a timely manner, as specified above, either MMCAP Infuse or Vendor may escalate the resolution of the issue to a higher level of management. When escalated a teleconference will be scheduled between MMCAP Infuse and the Vendor to review the dispute and develop a proposed resolution and plan of action.

- C. Performance while Dispute is Pending. Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of their responsibilities under the Agreement that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Agreement, in the accomplishment of all undisputed work, any additional costs incurred by MMCAP Infuse and/or Members as a result of such failure to proceed shall be borne by the Vendor.
- D. No Waiver. This clause shall in no way limit or waive either party's right to seek available legal or equitable remedies.

ARTICLE V MEMBERSHIP

- 5.1 **Onboard, Transition, and Implementation.** If the Vendor requires additional paperwork for Members to acquire the Products, Vendor will work with MMCAP Infuse and Members to determine the appropriate steps and schedule for an onboard and transition.
- 5.2 **Membership Listing.** MMCAP Infuse will provide Vendor a complete listing of the Membership. MMCAP Infuse reserves the right to add and remove Members during the Agreement Term.
- A. New Members. The Vendor must allow new Members to access the Agreement by the Onboarding Date. MMCAP Infuse will provide Vendor with online access to its Membership list, which is updated daily. MMCAP Infuse will send Vendor a monthly e-mail with instructions on how to obtain the Membership list.
- B. Removing Members. Vendor must provide MMCAP Infuse written notification at least thirty (30) days prior to removing any Member. If MMCAP Infuse does not receive notification that a Member has been removed from Contract Pricing, Vendor will honor Contract Pricing for the Member for thirty (30) days after MMCAP Infuse receives the written notice.
- 5.3 **Membership Eligibility.** Upon request, Vendor will send an electronic eligibility list identifying which Members are eligible for contract pricing to: mmcap.infuse@state.mn.us.
- A. If the Vendor has eligibility requirements, Vendor must provide MMCAP Infuse access to Vendor's online contract and eligibility management system in addition to providing MMCAP Infuse the algorithm it uses to categorize a Member's into a class of trade.
- 5.4 **Member Attachment:** Vendor will ensure Members are attached to the Agreement for all Product purchases made by Member. Upon request of MMCAP Infuse, Vendor must verify only the Membership has access to the Contract Pricing and Products. Failure to do may result in immediate termination.
- 5.5 **Non-Solicitation.** During the term of this Agreement, Vendor will not solicit any Members or prospective Members to enter into or negotiate a separate contract or agreement for the same or substantially equivalent products offered in this Agreement without MMCAP Infuse's prior written consent. Vendor is not prohibited from responding to a request for proposals issued by a Member that may include Products covered by this Agreement. It is also understood that the Vendor has promoted and sold sexual health products to thousands of organizations within the public health and government sectors for more than 30 years, and there may naturally be some cross-over between the Vendor's general marketing efforts and MMCAP Infuse promotion. However, the Vendor will not provide MMCAP Infuse Contract Pricing to the facility in the "cross-over" scenario unless they have been made a Member and Vendor is attributing those sales to MMCAP Infuse.
- 5.6 **DEA License/HIN.** Unless the Member purchases a controlled substance, the Vendor may not require that a Member have a Drug Enforcement Administration number assigned to it in order to be eligible for contracted prices. The Vendor may require a Health Industry Number from Member, which MMCAP Infuse will work with the Member to obtain.
- 5.7 **Product Use.** All items acquired by Members under this Agreement are purchased for consumption in traditional governmental functions and not for the purpose of competing against private enterprise.
- 5.8 **MPA.** In order to use this Agreement, some States will require jurisdiction-specific paperwork or contract language to establish a statewide contract for Members. Vendor may be required to review an MMCAP Infuse MPA, as an addendum to this Agreement to provide for laws specific to a State jurisdiction. If these circumstances exist, the Vendor will work with MMCAP Infuse and applicable State to prepare an MPA to set forth the additional or altered terms and conditions. An MPA must clearly apply only to the requesting State and will not affect the rights of the other States and its Members, nor will it modify, derogate, or otherwise diminish the rights and obligations set forth herein, except in regard to the applicable named State and Members located in its jurisdiction. When the specific terms are agreeable to the Vendor and the State, the MPA will be presented by MMCAP Infuse to each party for execution. No other mechanism of modifying or "attaching to" the Agreement is authorized. Vendor is not required to agree to any additional terms; however, by not agreeing to the MPA, Vendor may be precluded from doing business with that State/Member. No verbal or written instructions from State/Members, or any of their staff or officials, to change any provision of this Agreement will be accepted by Vendor without the prior written approval of MMCAP Infuse.

ARTICLE VI AGREEMENT MANAGEMENT

- 6.1 **Primary Account Representative.** Vendor will assign a Primary Account Representative to MMCAP Infuse for this Agreement and must provide a minimum of seventy-two (72) hours advanced notice to MMCAP Infuse if that person is reassigned. In the event that the Primary Account Representative is unresponsive or does not meet MMCAP Infuse's needs, the Vendor will assign another Primary Account Representative upon MMCAP Infuse's request. The Primary Account Representative will be responsible for:
- Proper maintenance and management of the Agreement, including timely execution of all amendments.
 - Timely response to all MMCAP Infuse inquiries
 - Performance of the business review as described in Paragraph 6.2.
 - Personnel Changes. Vendor will provide MMCAP Infuse with written advance notice of changes to the Primary Account Representative. In the event that an employee is removed pursuant to a written request from MMCAP Infuse, the Vendor will have ten (10) business days in which to fill the role with an acceptable employee.
- 6.2 **Business Reviews.** Vendor will perform at least one business review with MMCAP Infuse annually. The review will be at a time and location that is mutually agreeable to Vendor and MMCAP Infuse and at a minimum address: a review of sales to members, pricing and contract terms, administrative fees and reporting, supply issues, customer issues, and any other necessary information.

ARTICLE VII WARRANTS, COVENANTS, AND DUTIES OF VENDOR

- 7.1 **Covenant of Laws.** Vendor shall comply with all state and federal laws, as applicable to each Member, in the performance of this Agreement.
- 7.2 **Required Licenses, Permits, and Registration.** Vendor shall have in place prior to the start of the Agreement, and must maintain for the life of the Agreement, all current licenses, permits and registrations required by state and federal agencies. Vendor must make such documentation available upon request by MMCAP Infuse.
- 7.3 **Health Care Product Regulations:** Vendor acknowledges that each Product has, if required by law, a United States Food and Drug Administration (FDA) approval or authorization and accepts the liability with which such application confers. Additionally, all Products should meet applicable industry standards such as but not limited to standards set by ISO or UL. The Vendor guarantees to furnish no Product under this Agreement that is adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act, or any regulation of the FDA, or as required by each member state's applicable laws, rules, or regulations.
- 7.4 **Debarment.** Vendor warrants and certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member; and has not been convicted of a criminal offense related to the subject of this Agreement. Vendor further warrants that it will provide immediate written notice to MMCAP Infuse if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.
- Certification regarding debarment, suspension, ineligibility, and voluntary exclusion: Federal money will be used or may potentially be used to pay for all or part of the work under the Agreement, therefore Vendor certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549.
- 7.5 **Indemnification.** Pursuant to the Minnesota Constitution Article XI Section 1, MMCAP Infuse cannot indemnify the Vendor. Except for causes due to MMCAP Infuse's or Members' sole negligence, Vendor will defend and hold harmless MMCAP Infuse, including MMCAP Infuse's, Members, agents, directors, employees, attorneys, and other representatives during and after this Agreement from and against all actual and potential claims relating to loss, liability, damage, costs and expenses (including attorneys' fees and legal costs), causes of action, regulatory proceedings, suits, demands, or judgements relating to Vendor's:
- Intentional, willful, or negligent acts or omissions;
 - Fraud and or deceit;
 - Actions that give rise to strict liability;
 - Breach of contract;
 - Breach of warranty;
 - Violations of federal, state, or local laws, orders, and/or policies;
 - Employees or subcontractors' criminal and civil claims; and/or
 - Failure to pay fees, charges, expenses, taxes, or other debts to third parties.
- 7.6 **Antitrust.** The Vendor hereby assigns to the State of Minnesota any and all claims for overcharges as to services provided in connection with this Agreement resulting from antitrust violations that arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota, and/or the antitrust laws of any Member unless otherwise assigned directly to that Member by Vendor with MMCAP Infuse's approval.

- 7.7 **Product Warranty.** Vendor warrants that all materials, supplies, services and/or equipment provided under this Agreement is fit for the purposes for which intended and conform to the requirements and specifications herein. The Vendor will provide a factory and/or manufacturer's warranty that will cover 100% of parts, labor, material, and transportation for a Product for two (2) years from the invoice date

ARTICLE VIII ADMINISTRATIVE FEE AND REPORTING

- 8.1 **Administrative Fee.** In consideration for the administrative support and other services provided by MMCAP Infuse in connection to this Agreement, the Vendor agrees to pay an Administrative Fee on all purchases of Products made by Members.

- A. Vendor must provide Administrative Fee data to MMCAP Infuse within ten (10) business days after the end of each calendar month. The Administrative Fee must be paid as soon as is reasonable after the end of each calendar month, but no later than thirty (30) calendar days after the end of the calendar month. The Vendor will submit a check payable to:

Financial Management & Reporting – MMCAP Infuse
50 Sherburne Avenue, Suite 309
St. Paul, MN 55155

- B. Vendor shall not be required to pay the Administrative Fees on tax amounts, returns, or other shipments for which Vendor did not collect payment.

- 8.2 **Reporting.** The Vendor must submit a monthly (1) administrative fee data report and (2) sales data report that includes both direct (sales made direct from Vendor to Member).

- A. **Administrative Fee Data Report:** The monthly administrative fee data report must contain the fields detailed below and the sales data report requirements can be found on **Attachment D**. All administrative fee data reports must be sent to: mmcap.infuse@state.mn.us at the end of each month, but no later than thirty (30) days after the end of the month. The Vendor will provide a dedicated person.

i. Administrative Fee Data Report fields:

- a. MMCAP Infuse Assigned Manufacturer Number
- b. Direct or Indirect Purchase Indicator (I=Indirect, D=Direct)
- c. Invoice Date (Point of Sale Date)
- d. Invoice Number
- e. MMCAP Infuse Member
- f. Vendor's Account Number for the MMCAP Infuse Member
- g. MMCAP Infuse Member DEA Number, if applicable
- h. MMCAP Infuse Member HIN Number, if applicable
- i. MMCAP Infuse Member Address
- j. MMCAP Infuse Member City
- k. MMCAP Infuse Member State
- l. Product's NDC (Use all 11 digits (00076888888))
- m. Product Name (e.g. Acetaminophen with Codeine, Acticin Cream 5%)
- n. Credit Indicator (C = credit)
- o. Contracted Units (The number of units purchased on contract.)
- p. MMCAP Infuse Contracted Unit Price
- q. Administrative Fee Decimal Percentage (The contracted administrative fee percentage for the NDC number. Report as a decimal (e.g. 0.030))
- r. Vendor Contracted Sales (Contracted Units * Contracted Unit Price. Report in dollars)
Administrative Fee Payment Amount (Administrative Fee Decimal Percentage * Vendor contracted sales. Report in dollars)

- ii. Sales Data Usage Reports: Vendor will supply to MMCAP Infuse monthly sales data on or before the tenth (10th) day of the subsequent calendar month. The report must include Product dollar spend amount sorted in descending order and grouped by the Product category. Also, the report MUST include the information set forth on **Attachment D**.

ARTICLE IX INTELLECTUAL PROPERTY

- 9.1 **MMCAP Infuse Ownership.** MMCAP Infuse owns all rights, title, and interest in MMCAP Infuse customer data, sales transaction data, DEA/HIN information (subject to third-party rights), contract pricing, EDI transaction data, reverse distribution data, and payment data, including copyrights and trade secrets contained therein. MMCAP Infuse grants to Vendor an unlimited, non-revocable, nontransferable, fully paid license, for the term of this Agreement, to: (A) release state specific data to a Member's primary contact; (B) release any of the above data to

product manufacturers, when necessary for the performance of this Agreement or as required by Vendor's agreements with such product manufacturers; (C) to release any of the above data to other MMCAP Infuse approved third parties, when necessary for the performance of this Agreement; (D) to provide Member purchase data to aggregators, including IQVIA and NDC Health, subject to Vendor's reasonable efforts to require such data aggregators to protect any identifiable data from discovery by another third party; and (E) to provide Member purchase data to other group purchasing organizations of which the Member is also a member, provided such data will not include MMCAP Infuse-identifiable data. Any MMCAP Infuse identifiable data provided hereunder to a third party must identify the data as MMCAP Infuse data and subject to Minnesota Statutes, Chapter 13. To the extent permitted by law, Vendor hereby agrees that in the event that MMCAP Infuse or a Member requests in writing that its purchase data be kept confidential, such data will not be provided to third party aggregators.

- 9.2 **Vendor Ownership.** Vendor owns all rights, title, and interest to any aggregated data not identifiable as arising from this Agreement and any other intellectual property created for or presented to MMCAP Infuse. Vendor grants to MMCAP Infuse an unlimited, non-revocable, non-transferable, fully paid, perpetual license, to use all intellectual property created for or presented to MMCAP Infuse under this Agreement.
- 9.3 **Pre-Existing Intellectual Property.** MMCAP Infuse and Vendor will each retain ownership of, and all right and, title and interest in and to, their respective pre-existing intellectual property. The Vendor grants Minnesota a perpetual, irrevocable, non-exclusive, royalty free license for Vendor's pre-existing intellectual property that are incorporated in the products, materials, equipment, deliverables, or services that are purchased through the Agreement. The aforementioned license is solely for use by Members, and their agents related to an internal business or governmental purposes.
- 9.4 **Vendor Obligations.** The Vendor must perform all acts, and take all steps necessary to ensure that all intellectual property rights created for MMCAP Infuse or Member are the sole property of MMCAP Infuse or Member, and that neither Vendor nor its employees, agents, or subcontractors retain any interest in and to the works and documents. The Vendor represents and warrants that the works and documents do not and will not infringe upon any intellectual property rights of other persons or entities.
- 9.5 **Intellectual Property Indemnification.** The Vendor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless MMCAP Infuse, at the Vendor's expense, from any action or claim brought against MMCAP Infuse to the extent that it is based on a claim of an infringement upon the intellectual property rights of others. The Vendor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Vendor's or MMCAP Infuse's opinion is likely to arise, the Vendor must, at MMCAP Infuse's discretion, either procure for MMCAP Infuse the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing works or documents as necessary and appropriate to obviate the infringement claim. This remedy of MMCAP Infuse will be in addition to and not exclusive of other remedies provided by law.
- 9.6 **Publicity and Endorsement.** Any publicity regarding the subject matter of this Agreement must identify MMCAP Infuse as a sponsoring or endorsing agency and must not be released without prior written approval from MMCAP Infuse. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Agreement.
- A. **Marketing.** Any direct advertising, marketing, or direct offers with Members must be approved by MMCAP Infuse. Violation of this may be cause for immediate cancellation of this Agreement and/or MMCAP Infuse may reject any proposal submitted by the Vendor in any subsequent solicitations for awards.
- B. **Endorsement.** The Vendor must not claim that MMCAP Infuse, the State of Minnesota, or any Member State endorses its products or services.

ARTICLE X INSURANCE

- 10.1 **Notice.** The Vendor is required to submit Certificates of Insurance acceptable to MMCAP Infuse as evidence of insurance coverage requirements prior to commencing work under the Agreement. Vendor will not commence work under the Agreement until they have obtained all the insurance described below and MMCAP Infuse has approved such insurance. Vendor shall maintain such insurance in force and effect throughout the term of the Agreement. The failure of MMCAP Infuse to obtain a Certificate of Insurance, for the policies required under this Agreement or renewals thereof, or failure of the insurance company to notify MMCAP Infuse of the cancellation of policies required under this Agreement shall not constitute a waiver by MMCAP Infuse to the Vendor to provide such insurance. MMCAP Infuse reserves the right to immediately terminate the Agreement if the Vendor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against the Vendor. All insurance policies must be open to inspection by MMCAP Infuse and copies of policies must be submitted to MMCAP Infuse. The Vendor's insurance company(ies) waives its right to assert the immunity of the State as a defense to any claims made under said insurance.
- 10.2 **Additional Insurance Conditions.**

- The most current version
<https://members.mmcap.mn.gov/contract-documents>
- A. Vendor's policy(ies) shall be primary insurance to any other valid and collectible insurance available to MMCAP Infuse with respect to any claim arising out of Vendor's performance under this Agreement;
 - B. If Vendor receives a cancellation notice from an insurance carrier affording coverage herein, Vendor agrees to notify MMCAP Infuse within five (5) business days with a copy of the cancellation notice, unless Vendor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to MMCAP Infuse;
 - C. Vendor is responsible for payment of Agreement related insurance premiums and deductibles;
 - D. If Vendor is self-insured, a Certificate of Self-Insurance must be attached;
 - E. Vendor's policy(ies) shall include legal defense fees in addition to its liability policy limits;
 - F. Vendor's insurance companies must either (1) have an AM Best rating of A- (minus) and a Financial Size Category of VII or better, and be authorized to do business in the State of Minnesota or (2) be domiciled in the State of Minnesota and have a Certificate of Authority/Compliance from the Minnesota Department of Commerce if they are not rated by AM Best; and
 - G. An Umbrella or Excess Liability insurance policy may be used to supplement the Vendor's policy limits to satisfy the full policy limits required by the Agreement.

10.3 **Coverage.** Vendor is required to maintain and furnish satisfactory evidence of the following insurance policies:

- A. Workers' Compensation Insurance: Except as provided below, Vendor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Vendor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance minimum limits are as follows:

- i. \$100,000 – Bodily Injury by Disease per employee
- ii. \$500,000 – Bodily Injury by Disease aggregate
- iii. \$100,000 – Bodily Injury by Accident

If Minnesota Statute 176.041 exempts Vendor from Workers' Compensation insurance or if the Vendor has no employees in the State of Minnesota, Vendor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Vendor from the Minnesota Workers' Compensation requirements. If during the course of the Agreement the Vendor becomes eligible for Workers' Compensation statutory requirements, the Vendor must comply with the Workers' Compensation Insurance requirements herein and provide MMCAP Infuse with a certificate of insurance.

- B. Commercial General Liability Insurance: Vendor is required to maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under the Agreement whether the operations are by the Vendor or by a subcontractor or by anyone directly or indirectly employed by the Vendor under the Agreement. Insurance minimum limits are as follows:

- i. \$5,000,000 – per occurrence
- ii. \$5,000,000 – annual aggregate
- iii. \$5,000,000 – annual aggregate – Products/Completed Operations
- iv. The following coverages shall be included:
 - a. Premises and Operations Bodily Injury and Property Damage
 - b. Personal and Advertising Injury
 - c. Blanket Contractual Liability
 - d. Products and Completed Operations Liability
 - e. MMCAP Infuse named as an Additional Insured, to the extent permitted by law

- C. Network Security and Privacy Liability Insurance, Including Ransomware (or equivalent): Vendor will maintain insurance to cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data including but not limited to confidential or private information, transmission of a computer virus or denial of service. Insurance minimum limits are as follows:

- i. \$2,000,000 – per occurrence
- ii. \$2,000,000 – annual aggregate

- D. Professional/ Technical, Errors and Omissions, and or Miscellaneous Liability Insurance: This policy will provide coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to the Vendor's services required under the Agreement. Insurance minimum limits are as follows:

- i. \$2,000,000 – per occurrence
- ii. \$2,000,000 – annual aggregate

ARTICLE XI GENERAL TERMS

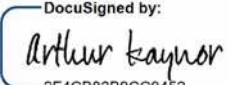
- 11.1 **Notices.** If one party is required to provide legal notice or notice under the terms of the Agreement to the other, such notice will be in writing and will be effective upon dispatch. Delivery shall be by certified United States mail, or

by email or facsimile transmission provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes.

- 11.2 **Audits.** Under Minn. Stat. § 16C.05, subd. 5, the Vendor's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the Minnesota, MMCAP Infuse, and/or the Minnesota Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement. This clause extends to the Membership as it relates to business conducted with and sales a Member.
 - A. **Invoice and Pricing Audit.** MMCAP Infuse and Members served by this Agreement may periodically audit validity of invoice pricing. Such audits may be conducted only during ordinary business hours and upon reasonable notice.
 - B. **Costs.** Vendor, MMCAP Infuse, and Members shall each be responsible for its own costs associated with any audit, including costs related to the production of records and/or other documents requested by the other party.
- 11.3 **Assignment.** The Vendor may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of MMCAP Infuse and a fully executed assignment agreement.
- 11.4 **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 11.5 **Order of Precedence.** Vendor agrees that applicable federal and state law will supersede this Agreement, however this Agreement will take precedence over all other the terms, covenants, conditions, commitments, stipulations, Order Forms, website use of terms, Offer Letters, and other legal documents MMCAP Infuse, Vendor, and/or Member may use in the performance of this Agreement. If the provisions of this Agreement are inconsistent, or are modified, diminished, or derogated with any of the terms and provisions of the aforementioned legal documents in this section, this Agreement will supersede and govern. MMCAP Infuse does not agree to or bound by any additional terms and conditions between the Vendor and Member.
- 11.6 **Counterparts and Electronic Signature.** The Agreement cannot be executed in counterparts and will not be enforceable until MMCAP Infuse has obtained all required signatures. If requested by MMCAP Infuse and Vendor expressly agree to conduct transactions under the Agreement by electronic means (including, without limitation, with respect to execution, delivery, storage, and transfer of this Agreement by electronic means and to the enforceability of this electronic agreement). MMCAP Infuse will be deemed to have control of the authoritative copy for the electronic transferable record, in each case regardless of whether applicable law recognizes electronic transferable records or control of electronic transferable records and regardless of whether this Agreement is an electronic record or transferable record.
- 11.7 **Severability.** If any provision of the Agreement, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both MMCAP Infuse and the Vendor will be relieved of all obligations arising under such provisions. If the remainder of the Agreement is capable of performance, it will not be affected by such declaration or finding, and will be fully performed.
- 11.8 **Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 11.9 **Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

VENDOR: Global Protection Corporation

The Vendor certified that the appropriate person(s) have executed this Agreement on behalf of the Vendor as required and by applicable articles, bylaws, resolutions, or ordinances.

Name: _____ DocuSigned by: Arthur Kaynor
 Signature:  _____
2F4CB82B9CC0452...
 Title: Director, Public Sector
 Date: 2/4/2023


STATE OF MINNESOTA FOR MMCAP INFUSE

In accordance with Minn. Stat. § 16C.03, subd. 3

Name: _____ DocuSigned by: James Babbitt
 Signature:  _____
DDE5B1490A484FC...
 Date: 2/6/2023

COMMISSIONER OF ADMINISTRATION

In accordance with Minn. Stat. § 16C.05, subd. 2

Name: _____ DocuSigned by: Christina Fox
 Signature:  _____
126B5884704A473...
 Date: 2/6/2023

, accurate as of February 25, 2026
The most current version
ATTACHMENT A
<https://members.nimcan.com/contract-documents>
Products and Contract Pricing

To be added on a latter date.

accurate as of February 25, 2026
The most current version
ATTACHMENT B
<https://members.mscap.mn.gov/contractdocuments>
Further Discounts or Adjustments

Not applicable

, accurate as of February 25, 2026
The most current version
ATTACHMENT C
<https://members.nrc.gov/contract-documents>
Required Member Onboarding

Not Applicable

The most current version

<https://members.mmcap.mn.gov/contract-documents>**ATTACHMENT D****Reporting Requirements****Table 1: Required Data Field for Sales Data Report**

Excel Column	Required Data Field Full Name for Sales Data Report
A	MMCAP-assigned Member ID
B	MMCAP Member Name
C	Vendor Distribution Center Code
D	Vendor-assigned Account number for MMCAP Member (this should be the ship-to account number)
E	Invoice Number
F	Invoice Line Number
G	Purchase Order Number
H	Invoice date (MMDDYYYY)
I	Buyer name or equivalent of buyer ID for person submitting the invoices (if available)
J	Vendor's (distributor) SKU item number
K	NDC of purchased Product as stored in First DataBank, Inc. (Required for pharmaceutical Products)
L	LabelName/Product Description
M	Unit Dose (Required for pharmaceutical Products)
N	Pack Size
O	Unit
P	Case Size
Q	Dose (Required for pharmaceutical Products).
R	Strength (Required for pharmaceutical Products).
S	Route (Required for pharmaceutical Products).
T	Unit Price (99999.9999)
U	Quantity Ordered (not Vendor repackaged or re-bundled quantity)(99999.9999)
V	Quantity Shipped (not Vendor repackaged or re-bundled quantity)(99999.9999)
W	Extension (unit price multiplied by the quantity shipped) EXTENDED PRICE (99999.9999)
X	Type of transaction (MMCAP contract purchase, other contract purchase (340B, PHS), not on contract purchase) 1=contract item, 2=other contract, 3=not on contract
Y	Bill to Address 1
Z	Bill to City
AA	Bill to State (2 alpha postal code)
AB	Bill to Zip (standard 5-4 format, no dash necessary)
AC	Ship to Address 1
AD	Ship to City
AE	Ship to State (2 alpha postal code)
AF	Ship to Zip (standard 5-4 format, no dash necessary)
AG	Service Fee (99999.9999)
AH	MMCAP Agreement Number (MMSxxxxx)
AI	Admin Fee
AJ	Credit Indicator (C for credit)
AL	Manufacturer Name (MFG Name)
AM	Class of Trade
AN	340b Purchase
AO	Category
AP	Manufacturer Part Number
AQ	List Price
AR	UNSPSC Code (XXXXXXXXX)

AS	UNSPSC Description
AT	GLN
AU	GTIN

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ATTACHMENT E
<https://members.mmcaps.mn.gov/contract-documents>
Minnesota Statutory Procurement Language

1. **Government Data Practices.** Parties to this Agreement must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (Data Practices Act), as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Vendor or MMCAP Infuse.
 - A. Notification. If the Vendor receives a request to release the data referred to in statute, the Vendor must immediately notify and consult with MMCAP Infuse as to how the Vendor should respond to the request.
 - B. Indemnification. Vendor agrees to indemnify, save, and hold Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Data Practices Act, including legal fees and disbursements paid or incurred to enforce this provision of the Agreement.
 - C. Release of MMCAP Infuse Data. Except as may be required by Data Practices Act, Vendor will not release to any third party any MMCAP Infuse customer data, sales transaction data, DEA/HIN information, contract pricing, EDI transaction data, reverse distribution data, or payment data.
2. **Data Disclosure.** Under Minn. Stat. § 270C.65, subd. 3 and other applicable law, the Vendor consents to disclosure of its social security number, federal employer tax identification number, and Minnesota tax identification number, already provided to the MMCAP Infuse, to federal and state agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring the Vendor to file state tax returns, pay delinquent state tax liabilities, if any, or pay other state liabilities.
3. **Non-discrimination.** The Vendor will comply with the provisions of Minn. Stat. § 181.59.
4. **Affirmative Action Requirements.**
 - A. Covered contracts and vendors. If the Agreement exceeds \$100,000 and the Vendor employed more than 40 full-time employees on a single working day during the previous twelve (12) months in Minnesota or in the state where it has its principal place of business, then the Vendor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600.
 - B. Minn. R. 5000.3400-5000.3600.
 - i. General. Minn. R. 5000.3400-5000.3600 implements Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, Minn. R. 5000.3420-5000.3500 and 5000.3552-5000.3559.
 - ii. Disabled Workers. The Vendor must comply with the following affirmative action requirements for disabled workers.
 - a. The Vendor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Vendor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - b. The Vendor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - c. In the event of the Vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - d. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Commissioner. Such notices must state the Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - e. The Vendor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Vendor is bound by the terms of Minn. Stat. § 363A.36, of the Minnesota Human Rights Act and is committed

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to take affirmative action to employ and advance in employment physically and mentally disabled persons.
<https://members.mmcap.mn.gov/contract-documents>

- iii. **Consequences.** The consequences for the Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this Agreement by the Commissioner or Minnesota.
 - iv. **Certification.** The Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance.
5. **E-Verify certification (In accordance with Minn. Stat. § 16C.075).** For services valued in excess of \$50,000, Vendor certifies that as of the date of services performed on behalf of Minnesota, Vendor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of Minnesota. Vendor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EVerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Vendor and made available to Minnesota upon request.
6. **Certification of Nondiscrimination (In accordance with Minn. Stat. § 16C.053).** The following term applies to any contract for which the value, including all extensions, is \$50,000 or more: Vendor certifies it does not engage in and has no present plans to engage in discrimination against Israel, or against persons or entities doing business in Israel, when making decisions related to the operation of the Vendor's business. For purposes of this section, "discrimination" includes but is not limited to engaging in refusals to deal, terminating business activities, or other actions that are intended to limit commercial relations with Israel, or persons or entities doing business in Israel, when such actions are taken in a manner that in any way discriminates on the basis of nationality or national origin and is not based on a valid business reason.
7. **Contingency Fees Prohibited.** Pursuant to Minn. Statute § 10A.06, no person may act as or employ a lobbyist for compensation that is dependent upon the result or outcome of any legislation or administrative action.
8. **Diverse Spend Reporting.** If the total value of this Agreement may exceed \$500,000 in Minnesota, including all extension options, the Vendor must track and report, on a quarterly basis, the amount paid to diverse businesses both: (A) directly to subcontractors performing under the Agreement, and (B) indirectly to diverse businesses that provide supplies/services to your company (in proportion to the revenue from this Agreement compared to your company's overall revenue). When this applies, you will be set up in a free portal to help report the Tier 2 diverse spend, and the requirement continues as long as the Agreement is in effect.
9. **Retainage for Minnesota Government Units.** Under Minn. Stat. § 16C.08, subd. 2 (10), no more than ninety percent (90%) of the amount due under this Agreement may be paid until the final product of this Agreement has been reviewed by a Minnesota agency head. The balance due will be paid when the Minnesota agency head determines that the Vendor has satisfactorily fulfilled all the terms of this Agreement.
10. **Payment to Subcontractors.** To the extent applicable, the Vendor must pay all subcontractors in accordance with Minn. Stat. § 16A.1245.

AMENDMENT NO. 1 TO MMCAP INFUSE AGREEMENT NO. MMS2200720

THIS AMENDMENT NO. 1 ("**Amendment**") to MMS2200720 ("**Agreement**") is entered into on the date all required signatures are obtained for this document and is by and between the State of Minnesota acting through its Commissioner of Administration ("**Minnesota**") on behalf of MMCAP Infuse ("**MMCAP Infuse**") and Global Protection Corp., a corporation with an address of 12 Channel Street, 4th Floor, Boston, Massachusetts 02210 ("**Vendor**").

RECITALS

WHEREAS, MMCAP Infuse and Vendor have agreed to certain changes in the terms and conditions set forth in the Agreement and have agreed to amend the Agreement to reflect said changes;

WHEREAS, besides the terms and conditions of the Agreement amended in this Amendment, the Agreement remains in full force and effect; and

NOW, THEREFORE, the parties acknowledge and hereby agree that the Agreement shall be amended as follows:

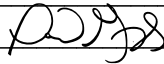
Capitalized Terms; Definitions; Conditions. The Agreement and Amendment shall be read together as one document. Any capitalized terms used in the Amendment that are defined in the Agreement will have the same meaning(s) when used herein, unless the context clearly requires otherwise. To the extent there shall exist a conflict between the Agreement and this Amendment, the terms of this Amendment will control. Unless otherwise clearly altered, modified, deleted, or amended otherwise, the terms of the Agreement will continue in their entirety and govern the contractual relationship between Vendor and MMCAP Infuse.

Modifications

Revision 1: *Attachment A: Products and Contract Pricing*, which is attached and incorporated as *Exhibit 1* to this Amendment, shall be added to the Agreement.


VENDOR: GLOBAL PROTECTION CORPORATION

The Vendor certified that the appropriate person(s) have executed this Amendment on behalf of the Vendor as required and by applicable articles, bylaws, resolutions, or ordinances.

Name: David Gonzalez
Signature: 
Title: Public Sector Sales Manager
Date: 6/16/23

STATE OF MINNESOTA FOR MMCAP INFUSE

In accordance with Minn. Stat. § 16C.03, subd. 3

Name: DocuSigned by: James Babbitt
Signature: 
Date: DDE5B1490A484FC 6/16/2023

COMMISSIONER OF ADMINISTRATION

In accordance with Minn. Stat. § 16C.05, subd. 2


Name: DocuSigned by: Jared Huizenga
Signature: 
Date: 8EF19316852F4F7 6/16/2023

Exhibit 1
Amendment #1 to MMS2200720

Attachment A		SKU	Manufacturer	SUOM	Qty. per SUOM	Contract Pricing	Category
Description		10000C	GLOBAL PROTECTION CORP.	CS	1000	\$58.00	REGULAR SIZE
ATLAS ULTRA-LUBED CASE OF 1000 SKU: 10000C		10100C	GLOBAL PROTECTION CORP.	CS	1000	\$65.00	REGULAR SIZE
ATLAS COLORS CASE OF 1000 SKU: 10100C		10200C	GLOBAL PROTECTION CORP.	CS	1000	\$65.00	REGULAR SIZE
ATLAS ULTRA-THIN CASE OF 1000 SKU: 10200C		10300C	GLOBAL PROTECTION CORP.	CS	1000	\$65.00	REGULAR SIZE
ATLAS STUDDED CASE OF 1000 SKU: 10300C		10400C	GLOBAL PROTECTION CORP.	CS	1000	\$65.00	EXTRA LARGE SIZE
ATLAS EXTRA LARGE CASE OF 1000 SKU: 10400C		10500C	GLOBAL PROTECTION CORP.	CS	1000	\$65.00	REGULAR SIZE
ATLAS TRUE FIT CASE OF 1000 SKU: 10500C		10600C	GLOBAL PROTECTION CORP.	CS	1000	\$65.00	REGULAR SIZE
ATLAS NON-LUBRICATED CASE OF 1000 SKU: 10600C		10700C	GLOBAL PROTECTION CORP.	CS	1000	\$65.00	REGULAR SIZE
ATLAS BLACK CASE OF 1000 SKU: 10700C		11000C	GLOBAL PROTECTION CORP.	CS	1000	\$79.00	REGULAR SIZE
ONE CLASSIC SELECT CONTEST COLLECTION CASE OF 1000 SKU: 11000C		11000CW	GLOBAL PROTECTION CORP.	CS	1000	\$83.00	REGULAR SIZE
ONE CLASSIC SELECT URBAN COLLECTION CASE OF 1000 SKU: 11000CW		11000CY	GLOBAL PROTECTION CORP.	CS	1000	\$83.00	REGULAR SIZE
ONE CLASSIC SELECT MSM COLLECTION CASE OF 1000 SKU: 11000CY		11000CZ	GLOBAL PROTECTION CORP.	CS	1000	\$83.00	REGULAR SIZE
ONE CLASSIC SELECT ARTIST COLLECTION CASE OF 1000 SKU: 11000CZ		11010C-A	GLOBAL PROTECTION CORP.	CS	500	\$55.00	SPECIALTY
ONE POPULAR MIX SAMPLER CASE OF 500 SKU: 11010C-A		11010C-B	GLOBAL PROTECTION CORP.	CS	500	\$55.00	SPECIALTY
ONE SENSITIVE MIX SAMPLER CASE OF 500 SKU: 11010C-B		11010C-C	GLOBAL PROTECTION CORP.	CS	500	\$55.00	SPECIALTY
ONE FUN MIX SAMPLER CASE OF 500 SKU: 11010C-C		110200C	GLOBAL PROTECTION CORP.	CS	1000	\$96.00	FLAVORED
ONE FLAVORWAVES CASE OF 1000 SKU: 110200C		11100C	GLOBAL PROTECTION CORP.	CS	1000	\$88.00	REGULAR SIZE
ONE COLOR SENSATIONS CASE OF 1000 SKU: 11100C		111300C	GLOBAL PROTECTION CORP.	CS	1000	\$105.00	REGULAR SIZE
ONE VANISH HYPERTHIN CASE OF 1000 SKU: 111300C		111700C	GLOBAL PROTECTION CORP.	CS	1000	\$88.00	REGULAR SIZE
ONE SUPER STUDDS CASE OF 1000 SKU: 111700C		112000C	GLOBAL PROTECTION CORP.	CS	1000	\$91.00	REGULAR SIZE
ONE TATTOO TOUCH CASE OF 1000 SKU: 112000C		11200C	GLOBAL PROTECTION CORP.	CS	1000	\$88.00	REGULAR SIZE
ONE PLEASURE DOME CONTEST COLLECTION CASE OF 1000 SKU: 11200C		11400C	GLOBAL PROTECTION CORP.	CS	1000	\$88.00	EXTRA LARGE SIZE
ONE LEGEND XL CASE OF 1000 SKU: 11400C		11500C	GLOBAL PROTECTION CORP.	CS	500	\$92.00	SPECIALTY
ONE GLOWING PLEASURES CASE OF 500 SKU: 11500C		11600C	GLOBAL PROTECTION CORP.	CS	1000	\$88.00	REGULAR SIZE
ONE SUPER SENSITIVE CASE OF 1000 SKU: 11600C		12000C	GLOBAL PROTECTION CORP.	CS	500	\$91.80	SPECIALTY
NIGHT LIGHT GLOW-IN-THE-DARK CONDOM CASE 500 SKU: 12000C		14000C1	GLOBAL PROTECTION CORP.	CS	500	\$75.00	LARGE SIZE
ONE PLEASURE PLUS CASE OF 500 SKU: 14000C1		BBU	GLOBAL PROTECTION CORP.	BL	144	\$16.50	ALTERNATIVE PACKAGING
GLOBAL PREMIUM CONDOM SAMPLER BOWL 144 SKU: BBU		L6808C	GLOBAL PROTECTION CORP.	CS	1000	\$58.50	REGULAR SIZE
FANTASY LUBRICATED CASE OF 1000 SKU: L6808C		L6818C	GLOBAL PROTECTION CORP.	CS	1000	\$62.10	FLAVORED
FANTASY ASSORTED FLAVORS CASE OF 1000 SKU: L6818C		L6828C	GLOBAL PROTECTION CORP.	CS	1000	\$58.50	REGULAR SIZE
FANTASY ASSORTED COLORS CASE OF 1000 SKU: L6828C		L8050C	GLOBAL PROTECTION CORP.	CS	1000	\$65.40	FLAVORED
TRUSTEX ASSORTED FLAVORS CASE OF 1000 SKU: L8050C		L8750C	GLOBAL PROTECTION CORP.	CS	1000	\$69.30	FLAVORED
TRUSTEX ASSORTED FLAVORS NON-LUBRICATED CASE OF 1000 SKU: L8750C		L8823C	GLOBAL PROTECTION CORP.	CS	1000	\$96.30	REGULAR SIZE
TRUSTEX NATURAL LUBRICATED CASE OF 1000 SKU: L8823C		L8826NC	GLOBAL PROTECTION CORP.	CS	1000	\$60.30	REGULAR SIZE
TRUSTEX NATURAL LUBRICATED CASE OF 1000 SKU: L8826NC		L8828LC	GLOBAL PROTECTION CORP.	CS	1000	\$99.90	REGULAR SIZE
TRUSTEX ASSORTED COLORS CONDOM/LUBE COMBO CASE OF 1000 SKU: L8828LC		L8829AC	GLOBAL PROTECTION CORP.	CS	1000	\$60.30	REGULAR SIZE
TRUSTEX ASSORTED COLORS NON-LUBRICATED CASE OF 1000 SKU: L8829AC		L8833AC	GLOBAL PROTECTION CORP.	CS	1000	\$63.00	REGULAR SIZE
TRUSTEX ASSORTED COLORS CASE OF 1000 SKU: L8833AC		L8835C	GLOBAL PROTECTION CORP.	CS	1000	\$67.50	REGULAR SIZE
TRUSTEX RIBBED STUDDED CASE OF 1000 SKU: L8835C		L8901C	GLOBAL PROTECTION CORP.	CS	1000	\$65.70	REGULAR SIZE
TRUSTEX EXTRA STRENGTH CASE OF 1000 SKU: L8901C		L8905C	GLOBAL PROTECTION CORP.	CS	1000	\$69.30	EXTRA LARGE SIZE
TRUSTEX EXTRA STRENGTH CASE OF 1000 SKU: L8905C		NV301C	GLOBAL PROTECTION CORP.	CS	1000	\$52.00	REGULAR SIZE
NUOVO ULTRATHIN CASE OF 1000 SKU: NV301C		NV4001C	GLOBAL PROTECTION CORP.	CS	1000	\$52.00	REGULAR SIZE
NUOVO ASSORTED COLORS CASE OF 1000 SKU: NV4001C		NV401C	GLOBAL PROTECTION CORP.	CS	1000	\$52.00	EXTRA LARGE SIZE
NUOVO EXTRA LARGE CASE OF 1000 SKU: NV401C		NV801C	GLOBAL PROTECTION CORP.	CS	1000	\$52.00	REGULAR SIZE
NUOVO RIBBED CASE OF 1000 SKU: NV801C		NV901C	GLOBAL PROTECTION CORP.	CS	1000	\$48.00	REGULAR SIZE
NUOVO EXTRA LUBRICATED CASE OF 1000 SKU: NV901C		TEBULK	CHURCH AND DWIGHT	CS	1000	\$260.00	REGULAR SIZE
TROJAN ENZ CASE OF 1000 SKU: TEBULK		TMBULK	CHURCH AND DWIGHT	CS	1000	\$365.00	LARGE SIZE
TROJAN MAGNUM CASE OF 1000 SKU: TMBULK		10SAM01	GLOBAL PROTECTION CORP.	BX	1	\$216.00	KITS
ATLAS SAFER SEX KIT BOX OF 150 SKU: 10SAM01		11SAM01	GLOBAL PROTECTION CORP.	BX	1	\$232.00	KITS
ONE SAFER SEX KIT BOX OF 150 SKU: 11SAM01		L5181	GLOBAL PROTECTION CORP.	EA	1	\$12.50	DEMONSTRATORS
RED GEL CONDOM DEMONSTRATOR SKU: L5181							

Exhibit 1
Amendment #1 to MMS2200720

Description	SKU	Manufacturer	SUOM	Qty. per SUOM	Contract Pricing	Category
BLUE GEL CONDOM DEMONSTRATOR SKU: L5182	L5182	GLOBAL PROTECTION CORP.	EA	1	\$12.50	DEMONSTRATORS
PURPLE GEL CONDOM DEMONSTRATOR SKU: L5183	L5183	GLOBAL PROTECTION CORP.	EA	1	\$12.50	DEMONSTRATORS
PINK GEL CONDOM DEMONSTRATOR SKU: L5184	L5184	GLOBAL PROTECTION CORP.	EA	1	\$12.50	DEMONSTRATORS
LAMINATED MALE REPRODUCTIVE ANATOMY CHART SKU: VR1528L	VR1528L	GLOBAL PROTECTION CORP.	EA	1	\$22.00	CHARTS
LAMINATED FEMALE GENITAL ORGANS CHART SKU: VR1532L	VR1532L	GLOBAL PROTECTION CORP.	EA	1	\$22.00	CHARTS
LAMINATED BIRTH CONTROL CHART SKU: VR1591L	VR1591L	GLOBAL PROTECTION CORP.	EA	1	\$22.00	CHARTS
LAMINATED HIV AND AIDS CHART SKU: VR1725L	VR1725L	GLOBAL PROTECTION CORP.	EA	1	\$22.00	CHARTS
ONE OASIS WATER-BASED LUBRICANT 3ML CASE OF 500 SKU: 11L100C	11L100C	GLOBAL PROTECTION CORP.	CS	500	\$45.00	WATER-BASED
ONE OASIS WATER-BASED LUBRICANT 4.5G CASE OF 1000 SKU: 11L102C	11L102C	GLOBAL PROTECTION CORP.	CS	1000	\$94.00	WATER-BASED
ONE OASIS SILICONE LUBRICANT 3ML CASE OF 500 SKU: 11L200C	11L200C	GLOBAL PROTECTION CORP.	CS	500	\$66.00	SILICONE
ONE OASIS SILK HYBRID LUBRICANT 3ML CASE OF 1000 SKU: 11L400C	11L400C	GLOBAL PROTECTION CORP.	CS	1000	\$107.00	HYBRID
TRUSTE ASSORTED FLAVORS WATER-BASED LUBRICANT 6ML CASE OF 1000 SKU: L5500C	L5500C	GLOBAL PROTECTION CORP.	CS	1000	\$99.00	WATER-BASED
SATIN ASSORTED FLAVORED LATEX DAMS (6INCHX10INCH) BOX OF 100 SKU: LGDMXU	LGDMXU	GLOBAL PROTECTION CORP.	BX	100	\$55.00	FLAVORED
ZIPLOCK 3X5 CLEAR BAGS PACK OF 100 SKU: 020305U	020305U	GLOBAL PROTECTION CORP.	PK	100	\$3.15	ZIPPER BAG
ZIPLOCK 4X7 CLEAR BAGS PACK OF 100 SKU: 020407U	020407U	GLOBAL PROTECTION CORP.	PK	100	\$3.38	ZIPPER BAG
LATEX FINGER COATS PACK OF 144 SKU: R301U	R301U	GLOBAL PROTECTION CORP.	PK	144	\$4.95	FINGER COATS
LIFESTYLES ULTRA SENSITIVE SKU: A5400C	A5400C	SXWELL	CS	1000	\$99.00	REGULAR SIZE
LIFESTYLES ULTRA LUBRICATED SKU: A5800C	A5800C	SXWELL	CS	1000	\$99.00	REGULAR SIZE
LIFESTYLES NON-LATEX SKU: A7800C	A7800C	SXWELL	CS	1000	\$386.00	NON LATEX
LIFESTYLES ULTRA-THIN SKU: A6400C	A6400C	SXWELL	CS	1000	\$99.00	REGULAR SIZE
LIFESTYLES KYNG EXTRA LARGE SKU: A9800C	A9800C	SXWELL	CS	1000	\$99.00	EXTRA LARGE SIZE
ONE LEGEND URBAN COLLECTION SKU: 112100C	112100C	GLOBAL PROTECTION CORP.	CS	1000	\$89.00	EXTRA LARGE SIZE
ASSORTMENT BULK CONDOM SAMPLER SKU: B501C	B501C	GLOBAL PROTECTION CORP.	CS	1024	\$110.00	REGULAR SIZE
ASSORTMENT BULK CONDOM SAMPLER EXTRA LARGE CONDOMS SKU: B502C	B502C	GLOBAL PROTECTION CORP.	CS	1024	\$140.00	EXTRA LARGE SIZE
LIFESTYLES PERSONAL LUBRICANT SKU: A7000C	A7000C	SXWELL	CS	1000	\$115.00	WATERBASED
STI SWAPTONS TREATMENTS EDUCATIONAL PAMPHLETS SKU: 11E01U	11E01U	GLOBAL PROTECTION CORP.	PK	100	\$15.00	EDUCATION
STI PREVENTION GUIDE EDUCATIONAL PAMPHLETS SKU: 11E02U	11E02U	GLOBAL PROTECTION CORP.	PK	100	\$15.00	EDUCATION
HIV AIDS AWARENESS EDUCATIONAL PAMPHLETS SKU: 11E03U	11E03U	GLOBAL PROTECTION CORP.	PK	100	\$15.00	EDUCATION
PENIS HEALTH AWARENESS EDUCATIONAL PAMPHLETS SKU: 11E05U	11E05U	GLOBAL PROTECTION CORP.	PK	100	\$15.00	EDUCATION
SENIORS AND SEX EDUCATIONAL PAMPHLETS SKU: 11E06U	11E06U	GLOBAL PROTECTION CORP.	PK	100	\$15.00	EDUCATION
ONEHOME STANDARD CONDOM MAILER 20 CONDOMS & 10 LUBE SACHETS TO ORDER, PLEASE FIRST CONTACT GLOBAL PROTECTION CORP. TO SET UP A ONEHOME PROGRAM SKU: 110100U-A	110100U-A	GLOBAL PROTECTION CORP.	PK	30	\$8.42	REGULAR SIZE
ONEHOME XL CONDOM MAILER 20 CONDOMS & 10 LUBE SACHETS TO ORDER, PLEASE FIRST CONTACT GLOBAL PROTECTION CORP. TO SET UP A ONEHOME PROGRAM. SKU: 110100U-B	110100U-B	GLOBAL PROTECTION CORP.	PK	30	\$9.00	LARGE SIZE
ONEHOME STANDARD CONDOM MAILER W/NON-LATEX 20 CONDOMS & 10 LUBE SACHETS TO ORDER, PLEASE FIRST CONTACT GLOBAL PROTECTION CORP. TO SET UP A ONEHOME PROGRAM. SKU: 110100U-C	110100U-C	GLOBAL PROTECTION CORP.	PK	39	\$10.43	NON LATEX
ONE EXTREME RIBS, CASE OF 1000 SKU: 112500C	112500C	GLOBAL PROTECTION CORP.	CS	1000	\$89.00	REGULAR SIZE
ONE EXTRA STRONG, CASE OF 1000 SKU: 112400C	112400C	GLOBAL PROTECTION CORP.	CS	1000	\$89.00	REGULAR SIZE
ONE ULTRAFEEL CONDOM/LUBE COMBO, CASE OF 500 SKU: 112300C	112300C	GLOBAL PROTECTION CORP.	CS	1000	\$77.00	REGULAR SIZE
FC2 FEMALE CONDOM PACK OF 100 SKU: FC2U	FC2U	VERU INC	PK	100	\$148.80	REGULAR SIZE
FC2 FEMALE CONDOM CASE OF 500 SKU: FC2C-A	FC2C-A	VERU INC	CS	500	\$700.80	REGULAR SIZE
FC2 FEMALE CONDOM CASE OF 1000 SKU: FC2C	FC2C	VERU INC	CS	1000	\$1,358.00	REGULAR SIZE
LIFESTYLES NON-LATEX SKU: A7800U-2	A7800U-2	SXWELL	BG	144	\$58.00	NON-LATEX
ONEHOME STANDARD CONDOM MAILER W/NON-LATEX ONLY 20 NON-LATEX CONDOMS & 10 LUBE SACHETS TO ORDER, PLEASE FIRST CONTACT GLOBAL PROTECTION CORP. TO SET UP A ONEHOME PROGRAM. SKU: 110100U-D	110100U-D	GLOBAL PROTECTION CORP.	PK	30	\$14.35	NON LATEX
ONEHOME STANDARD CONDOM MAILER W/FC2 7 INTERNAL CONDOMS, 5 MOVE SACHETS TO ORDER, PLEASE FIRST CONTACT GLOBAL PROTECTION CORP. TO SET UP A ONEHOME PROGRAM. SKU: 110100U-F	110100U-F	GLOBAL PROTECTION CORP.	PK	12	\$16.26	INTERNAL CONDOMS
HARMONY LATEX ORAL DAMS, BOX OF 100 SKU: PHA202U	PHA202U	GLOBAL PROTECTION CORP.	BX	100	\$90.00	DENTAL DAM SUPPLIES
HARMONY POLYISOPRENE ORAL DAMS, BOX OF 60 SKU: PHA101U	PHA101U	GLOBAL PROTECTION CORP.	BX	60	\$90.00	DENTAL DAM SUPPLIES
FC2 O-CUBE INTERNAL CONDOM DEMONSTRATOR SKU: V-FC2D01	V-FC2D01	VERU INC	PK	1	\$21.00	EDUCATION

AMENDMENT NO. 2 TO MMCAP INFUSE AGREEMENT NO. MMS2200720

THIS AMENDMENT NO. 2 ("**Amendment**") to MMS2200720 and its amendment ("**Agreement**") is entered into on the date all required signatures are obtained for this document and is by and between the State of Minnesota acting through its Commissioner of Administration ("**Minnesota**") on behalf of MMCAP Infuse ("**MMCAP Infuse**") and Global Protection Corp., a corporation with an address of 12 Channel Street, 4th Floor, Boston, Massachusetts 02210 ("**Vendor**").

RECITALS

WHEREAS, MMCAP Infuse and Vendor have agreed to certain changes in the terms and conditions set forth in the Agreement and have agreed to amend the Agreement to reflect said changes;

WHEREAS, besides the terms and conditions of the Agreement amended in this Amendment, the Agreement remains in full force and effect; and

NOW, THEREFORE, the parties acknowledge and hereby agree that the Agreement shall be amended as follows:

Capitalized Terms; Definitions; Conditions. The Agreement and Amendments shall be read together as one document. Any capitalized terms used in the Amendment that are defined in the Agreement will have the same meaning(s) when used herein, unless the context clearly requires otherwise. To the extent there shall exist a conflict between the Agreement and this Amendment, the terms of this Amendment will control. Unless otherwise clearly altered, modified, deleted, or amended otherwise, the terms of the Agreement will continue in their entirety and govern the contractual relationship between Vendor and MMCAP Infuse.

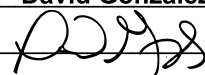
In this Amendment, changes to pre-existing Agreement language will use ~~strike through~~ for deletions and underlining for insertions.

Modifications

Revision 1: On July 1, 2024, *Attachment A* of the Agreement will be revised according to *Exhibit 1* of this Amendment, which is attached and incorporated.

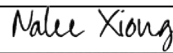
VENDOR: Global Protection Corporation

The Vendor certified that the appropriate person(s) have executed this Amendment on behalf of the Vendor as required and by applicable articles, bylaws, resolutions, or ordinances.

Name: David Gonzalez
Signature: 
Title: Public Sector Sales Manager
Date: 05/15/2024

STATE OF MINNESOTA FOR MMCAP INFUSE

In accordance with Minn. Stat. § 16C.03, subd. 3

Name: DocuSigned by: Nalee Xiong
Signature: 
Date: 5/15/2024

COMMISSIONER OF ADMINISTRATION

In accordance with Minn. Stat. § 16C.05, subd. 2

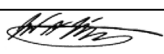
Name: DocuSigned by: Jared Huizenga
Signature: 
Date: 5/15/2024

Exhibit 1
Amendment #2 to MMS2200720

Description	Manufacturer Name	SKU/Item No.	Packaging	Qty per SUOM	Contract Pricing	
FC2 FEMALE CONDOM PACK OF 100 SKU: FC2U MAY BE SUBJECT TO FREIGHT CHARGES; SEE CONTRACT FOR DETAILS	VERU INC.	FC2U	PK	100	\$156.00	Price Increase
FC2 FEMALE CONDOM CASE OF 500 SKU: FC2C-A MAY BE SUBJECT TO FREIGHT CHARGES; SEE CONTRACT FOR DETAILS	VERU INC.	FC2-A	CS	500	\$735.00	Price Increase
FC2 FEMALE CONDOM CASE OF 1000 SKU: FC2C	VERU INC.	FC2C	CS	1000	\$1,425.00	Price Increase

AMENDMENT NO. 3 TO MMCAP INFUSE AGREEMENT NO. MMS2200720

THIS AMENDMENT NO. 3 (“**Amendment**”) to MMS2200720 and its amendments (“**Agreement**”) is entered into on the date all required signatures are obtained for this document and is by and between the State of Minnesota acting through its Commissioner of Administration (“**Minnesota**”) on behalf of MMCAP Infuse (“**MMCAP Infuse**”) and Global Protection Corp., a corporation with an address of 12 Channel Street, 4th Floor, Boston, Massachusetts 02210 (“**Vendor**”).

RECITALS

WHEREAS, MMCAP Infuse and Vendor have agreed to certain changes in the terms and conditions set forth in the Agreement and have agreed to amend the Agreement to reflect said changes;

WHEREAS, besides the terms and conditions of the Agreement amended in this Amendment, the Agreement remains in full force and effect; and

NOW, THEREFORE, the parties acknowledge and hereby agree that the Agreement shall be amended as follows:

Capitalized Terms; Definitions; Conditions. The Agreement and Amendments shall be read together as one document. Any capitalized terms used in the Amendment that are defined in the Agreement will have the same meaning(s) when used herein, unless the context clearly requires otherwise. To the extent there shall exist a conflict between the Agreement and this Amendment, the terms of this Amendment will control. Unless otherwise clearly altered, modified, deleted, or amended otherwise, the terms of the Agreement will continue in their entirety and govern the contractual relationship between Vendor and MMCAP Infuse.

In this Amendment, changes to pre-existing Agreement language will use ~~strike through~~ for deletions and underlining for insertions.

Modifications

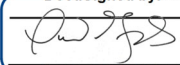
Revision 1: Line 2 in the *Agreement Term* of the Agreement will be revised as follows:

- 2. **Expiration Date:** June 30, ~~2025~~ 2026

VENDOR: Global Protection Corporation

The Vendor certified that the appropriate person(s) have executed this Amendment on behalf of the Vendor as required and by applicable articles, bylaws, resolutions, or ordinances.

Name: DocuSigned by: David Gonzalez

Signature: 

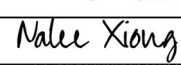
Title: 54DC4CC3B82F47D... Public Sector Sales Manager

Date: 12/20/2024

STATE OF MINNESOTA FOR MMCAP INFUSE

In accordance with Minn. Stat. § 16C.03, subd. 3

Name: DocuSigned by: Malee Xiong

Signature: 

Date: 12/20/2024

COMMISSIONER OF ADMINISTRATION

In accordance with Minn. Stat. § 16C.05, subd. 2

Name: DocuSigned by: Christina Fox

Signature: 

Date: 12/20/2024

AMENDMENT NO. 4 TO MMCAP INFUSE AGREEMENT NO. MMS2200720

THIS AMENDMENT NO. 4 (“**Amendment**”) to MMS2200720 and its amendments (“**Agreement**”) is entered into on the date of the last signature (“**Amendment Effective Date**”) and is by and between the State of Minnesota acting through its Commissioner of Administration (“**Minnesota**”) on behalf of MMCAP Infuse (“**MMCAP Infuse**”) and Global Protection Corp., a corporation with an address of 630 Lynnway, Lynn, MA 01905 (“**Vendor**”).

RECITALS

WHEREAS, MMCAP Infuse and Vendor have agreed to certain changes in the terms and conditions set forth in the Agreement and have agreed to amend the Agreement to reflect said changes;

WHEREAS, besides the terms and conditions of the Agreement amended in this Amendment, the Agreement remains in full force and effect; and

NOW, THEREFORE, the parties acknowledge and hereby agree that the Agreement shall be amended as follows:

Capitalized Terms; Definitions; Conditions. The Agreement and Amendment shall be read together as one document. Any capitalized terms used in the Amendment that are defined in the Agreement will have the same meaning(s) when used herein, unless the context clearly requires otherwise. To the extent there shall exist a conflict between the Agreement and this Amendment, the terms of this Amendment will control. Unless otherwise clearly altered, modified, deleted, or amended otherwise, the terms of the Agreement will continue in their entirety and govern the contractual relationship between Vendor and MMCAP Infuse.

In this Amendment, changes to pre-existing Agreement language will use ~~strike through~~ for deletions and underlining for insertions.

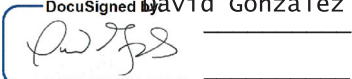
Modifications

Revision: All references to the Vendor’s address in the Agreement will be revised as follows:

630 Lynnway, Lynn, MA 01905

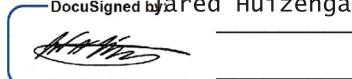
VENDOR: Global Protection Corp.

The Vendor certified that the appropriate person(s) have executed this Amendment on behalf of the Vendor as required and by applicable articles, bylaws, resolutions, or ordinances.

Name: DocuSigned by: David Gonzalez
Signature: 
Title: Public Sector Sales Manager
Date: 7/14/2025

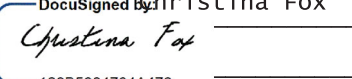
STATE OF MINNESOTA FOR MMCAP INFUSE

In accordance with Minn. Stat. § 16C.03, subd. 3

Name: DocuSigned by: Jared Huizenga
Signature: 
Date: 7/14/2025

COMMISSIONER OF ADMINISTRATION

In accordance with Minn. Stat. § 16C.05, subd. 2

Name: DocuSigned by: Christina Fox
Signature: 
Date: 7/14/2025

AMENDMENT NO. 5 TO MMCAP INFUSE AGREEMENT NO. MMS2200720

THIS AMENDMENT NO. 5 (“**Amendment**”) to MMS2200720 and its amendments (“**Agreement**”) is entered into on the date all required signatures are obtained for this document and is by and between the State of Minnesota acting through its Commissioner of Administration (“**Minnesota**”) on behalf of MMCAP Infuse (“**MMCAP Infuse**”) and Global Protection Corp., a corporation company with an address of 630 Lynnway, Lynn, MA 01905 (“**Vendor**”).

RECITALS

WHEREAS, MMCAP Infuse and Vendor have agreed to certain changes in the terms and conditions set forth in the Agreement and have agreed to amend the Agreement to reflect said changes;

WHEREAS, besides the terms and conditions of the Agreement amended in this Amendment, the Agreement remains in full force and effect; and

NOW, THEREFORE, the parties acknowledge and hereby agree that the Agreement shall be amended as follows:

Capitalized Terms; Definitions; Conditions. The Agreement and Amendments shall be read together as one document. Any capitalized terms used in the Amendment that are defined in the Agreement will have the same meaning(s) when used herein, unless the context clearly requires otherwise. To the extent there shall exist a conflict between the Agreement and this Amendment, the terms of this Amendment will control. Unless otherwise clearly altered, modified, deleted, or amended otherwise, the terms of the Agreement will continue in their entirety and govern the contractual relationship between Vendor and MMCAP Infuse.

In this Amendment, changes to pre-existing Agreement language will use ~~strike through~~ for deletions and underlining for insertions.

Modifications

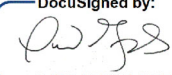
Revision 1: Paragraph 3.7: Shipment for Products of the Agreement has been revised as follows:

- 3.7 **Shipment for Products.** Vendor must distribute and deliver the Products covered under this Agreement to all Members, including the states of Alaska and Hawaii. If the Member account is in good standing, the Vendor will at no time, refuse to deliver to any Member without the prior written approval by the Member and MMCAP Infuse.
- A. Freight Terms: Delivery for Products under this Agreement shall be FOB Destination unless otherwise agreed to by Vendor and Member, and with the following exceptions. Vendor will not add any fuel or other shipping surcharges; however, with written notice to the Member beforehand, the Vendor can assess freight charges under the following circumstances:
- i. Shipping will be charged at the higher rate of (a) \$10.00 or (b) ten percent (10%) of the purchase price under these circumstances:
 - a. Orders below \$250 per destination.
 - b. ~~The order does not contain at least 500 condoms or 1,000 lubricants.~~
 - c. ~~Outreach, education, and promotional materials (as indicated by an asterisk in the item's description).~~
 - ii. ~~Shipments to non-continental U.S. territories including Puerto Rico, Guam, and the Virgin Islands.~~
 - iii. ~~Shipments to addresses other than what is listed on the Membership roster.~~

[Signature page follows]

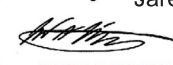
VENDOR: Global Protection Corp.

The Vendor certified that the appropriate person(s) have executed this Amendment on behalf of the Vendor as required and by applicable articles, bylaws, resolutions, or ordinances.

Name: DocuSigned by: | Gonzalez
Signature: 
54DC4CC3B82F47D...
Title: Public Sector Sales Manager
Date: 8/6/2025

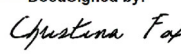
STATE OF MINNESOTA FOR MMCAP INFUSE

In accordance with Minn. Stat. § 16C.03, subd. 3

Name: DocuSigned by: Jared Huizenga
Signature: 
8EF19316852F4F7...
Date: 8/6/2025

COMMISSIONER OF ADMINISTRATION

In accordance with Minn. Stat. § 16C.05, subd. 2

Name: DocuSigned by: ia Fox
Signature: 
126B5884704A473...
Date: 8/6/2025

AMENDMENT NO. 6 TO MMCAP INFUSE AGREEMENT NO. MMS2200720

THIS AMENDMENT NO. 6 (“**Amendment**”) to MMS2200720 and its amendments (“**Agreement**”) is entered into on the date all required signatures are obtained for this document and is by and between the State of Minnesota acting through its Commissioner of Administration (“**Minnesota**”) on behalf of MMCAP Infuse (“**MMCAP Infuse**”) and Global Protection Corp., a corporation with an address of 630 Lynnway, Lynn, MA 01905 (“**Vendor**”).

RECITALS

WHEREAS, MMCAP Infuse and Vendor have agreed to certain changes in the terms and conditions set forth in the Agreement and have agreed to amend the Agreement to reflect said changes;

WHEREAS, besides the terms and conditions of the Agreement amended in this Amendment, the Agreement remains in full force and effect; and

NOW, THEREFORE, the parties acknowledge and hereby agree that the Agreement shall be amended as follows:

Capitalized Terms; Definitions; Conditions. The Agreement and Amendments shall be read together as one document. Any capitalized terms used in the Amendment that are defined in the Agreement will have the same meaning(s) when used herein, unless the context clearly requires otherwise. To the extent there shall exist a conflict between the Agreement and this Amendment, the terms of this Amendment will control. Unless otherwise clearly altered, modified, deleted, or amended otherwise, the terms of the Agreement will continue in their entirety and govern the contractual relationship between Vendor and MMCAP Infuse.

In this Amendment, changes to pre-existing Agreement language will use ~~strike through~~ for deletions and underlining for insertions.

Modifications

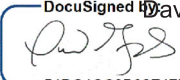
Revision 1: Line 2 in the *Agreement Term* of the Agreement will be revised as follows:

- 2. **Expiration Date:** June 30, ~~2026~~ 2027

VENDOR: Global Protection Corporation

The Vendor certified that the appropriate person(s) have executed this Amendment on behalf of the Vendor as required and by applicable articles, bylaws, resolutions, or ordinances.

Name: David Gonzalez

Signature:  _____
54DC4CC3B82F47D...

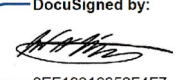
Title: Public Sector Sales Manager

Date: 1/15/2026

STATE OF MINNESOTA FOR MMCAP INFUSE

In accordance with Minn. Stat. § 16C.03, subd. 3

Name: Huizenga

Signature:  _____
8EF19316852F4F7...

Date: 1/15/2026

COMMISSIONER OF ADMINISTRATION

In accordance with Minn. Stat. § 16C.05, subd. 2

Name: Christina Fox

Signature:  _____
126B5884704A473...

Date: 1/15/2026

AMENDMENT NO. 7 TO MMCAP INFUSE AGREEMENT NO. MMS2200720

THIS AMENDMENT NO. 7 (“**Amendment**”) to MMS2200720 and its amendments (“**Agreement**”) is entered into on the date all required signatures are obtained for this document and is by and between the State of Minnesota acting through its Commissioner of Administration (“**Minnesota**”) on behalf of MMCAP Infuse (“**MMCAP Infuse**”) and Global Protection Corp., a corporation with an address of 630 Lynnway, Lynn, MA 01905 (“**Vendor**”).

RECITALS

WHEREAS, MMCAP Infuse and Vendor have agreed to certain changes in the terms and conditions set forth in the Agreement and have agreed to amend the Agreement to reflect said changes;

WHEREAS, besides the terms and conditions of the Agreement amended in this Amendment, the Agreement remains in full force and effect; and

NOW, THEREFORE, the parties acknowledge and hereby agree that the Agreement shall be amended as follows:

Capitalized Terms; Definitions; Conditions. The Agreement and Amendments shall be read together as one document. Any capitalized terms used in the Amendment that are defined in the Agreement will have the same meaning(s) when used herein, unless the context clearly requires otherwise. To the extent there shall exist a conflict between the Agreement and this Amendment, the terms of this Amendment will control. Unless otherwise clearly altered, modified, deleted, or amended otherwise, the terms of the Agreement will continue in their entirety and govern the contractual relationship between Vendor and MMCAP Infuse.

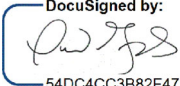
In this Amendment, changes to pre-existing Agreement language will use ~~strike through~~ for deletions and underlining for insertions.

Modifications

Revision 1: Effective April 1, 2026, the *Attachment A*, of the Agreement will be replaced with the attached and incorporated *Attachment A* labeled *Exhibit 1* of the Amendment.

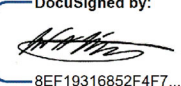
VENDOR: Global Protection Corporation

The Vendor certified that the appropriate person(s) have executed this Amendment on behalf of the Vendor as required and by applicable articles, bylaws, resolutions, or ordinances.

Name: David Gonzalez
Signature: 
Title: Public Sector Sales Manager
Date: 2/9/2026

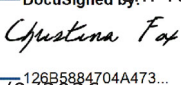
STATE OF MINNESOTA FOR MMCAP INFUSE

In accordance with Minn. Stat. § 16C.03, subd. 3

Name: I Huizenga
Signature: 
Date: 2/9/2026

COMMISSIONER OF ADMINISTRATION

In accordance with Minn. Stat. § 16C.05, subd. 2

Name: Christina Fox
Signature: 
Date: 2/9/2026

PRODUCT DESCRIPTION	CONTRACT PRICE	MANUFACTURER	SUOM	Qty/SUOM	MFR PART NO.	CATEGORY	SUMMARY OF CHANGES
ATLAS ULTRA-LUBED CASE OF 1000 SKU: 10000C	\$65.70	GLOBAL PROTECTION CORP.	CS	1000	10000C	CONDOMS REGULAR SIZE	PRICE INCREASE
ATLAS COLORS CASE OF 1000 SKU: 10100C	\$71.10	GLOBAL PROTECTION CORP.	CS	1000	10100C	CONDOMS REGULAR SIZE	PRICE INCREASE
ATLAS ULTRA-THIN CASE OF 1000 SKU: 10200C	\$71.10	GLOBAL PROTECTION CORP.	CS	1000	10200C	CONDOMS REGULAR SIZE	PRICE INCREASE
ATLAS STUDDUED CASE OF 1000 SKU: 10300C	\$71.10	GLOBAL PROTECTION CORP.	CS	1000	10300C	CONDOMS REGULAR SIZE	PRICE INCREASE
ATLAS EXTRA LARGE CASE OF 1000 SKU: 10400C	\$71.10	GLOBAL PROTECTION CORP.	CS	1000	10400C	CONDOMS EXTRA LARGE SIZE	PRICE INCREASE
ATLAS TRUE FIT CASE OF 1000 SKU: 10500C	\$71.10	GLOBAL PROTECTION CORP.	CS	1000	10500C	CONDOMS SNUGGER FIT	PRICE INCREASE
ATLAS NON-LUBRICATED CASE OF 1000 SKU: 10600C	\$71.10	GLOBAL PROTECTION CORP.	CS	1000	10600C	CONDOMS REGULAR SIZE	PRICE INCREASE
ATLAS BLACK CASE OF 1000 SKU: 10700C	\$71.10	GLOBAL PROTECTION CORP.	CS	1000	10700C	CONDOMS REGULAR SIZE	PRICE INCREASE
ONE CLASSIC SELECT CONTEST COLLECTION CASE OF 1000 SKU: 11000C	\$84.60	GLOBAL PROTECTION CORP.	CS	1000	11000C	CONDOMS REGULAR SIZE	PRICE INCREASE
ONE CLASSIC SELECT URBAN COLLECTION CASE OF 1000 SKU: 11000CW	\$93.60	GLOBAL PROTECTION CORP.	CS	1000	11000CW	CONDOMS REGULAR SIZE	PRICE INCREASE
ONE CLASSIC SELECT MSM COLLECTION CASE OF 1000 SKU: 11000CY	\$93.60	GLOBAL PROTECTION CORP.	CS	1000	11000CY	CONDOMS REGULAR SIZE	PRICE INCREASE
ONE CLASSIC SELECT ARTIST COLLECTION CASE OF 1000 SKU: 11000CZ	\$93.60	GLOBAL PROTECTION CORP.	CS	1000	11000CZ	CONDOMS REGULAR SIZE	PRICE INCREASE
ONE POPULAR MIX SAMPLER CASE OF 500 SKU: 11010C-A	\$60.80	GLOBAL PROTECTION CORP.	CS	500	11010C-A	CONDOMS SPECIALTY	PRICE INCREASE
ONE SENSITIVE MIX SAMPLER CASE OF 500 SKU: 11010C-B	\$60.80	GLOBAL PROTECTION CORP.	CS	500	11010C-B	CONDOMS SPECIALTY	PRICE INCREASE
ONE FUN MIX SAMPLER CASE OF 500 SKU: 11010C-C	\$60.80	GLOBAL PROTECTION CORP.	CS	500	11010C-C	CONDOMS SPECIALTY	PRICE INCREASE
ONE FLAVORWAVES CASE OF 1000 SKU: 110200C	\$98.10	GLOBAL PROTECTION CORP.	CS	1000	110200C	CONDOMS FLAVORED	PRICE INCREASE
ONE COLOR SENSATIONS CASE OF 1000 SKU: 11100C	\$93.60	GLOBAL PROTECTION CORP.	CS	1000	11100C	CONDOMS REGULAR SIZE	PRICE INCREASE
ONE VANISH HYPERTHIN CASE OF 1000 SKU: 111300C	\$112.50	GLOBAL PROTECTION CORP.	CS	1000	111300C	CONDOMS REGULAR SIZE	PRICE INCREASE
ONE SUPER STUDS CASE OF 1000 SKU: 111700C	\$93.60	GLOBAL PROTECTION CORP.	CS	1000	111700C	CONDOMS REGULAR SIZE	PRICE INCREASE
ONE TATTOO TOUCH CASE OF 1000 SKU: 112000C	\$103.50	GLOBAL PROTECTION CORP.	CS	1000	112000C	CONDOMS REGULAR SIZE	PRICE INCREASE
ONE PLEASURE DOME CONTEST COLLECTION CASE OF 1000 SKU: 11200C	\$93.60	GLOBAL PROTECTION CORP.	CS	1000	11200C	CONDOMS REGULAR SIZE	PRICE INCREASE
ONE LEGEND XL CASE OF 1000 SKU: 11400C	\$93.60	GLOBAL PROTECTION CORP.	CS	1000	11400C	CONDOMS EXTRA LARGE SIZE	PRICE INCREASE
ONE GLOWING PLEASURES CASE OF 500 SKU: 11500C	\$98.10	GLOBAL PROTECTION CORP.	CS	500	11500C	CONDOMS SPECIALTY	PRICE INCREASE
ONE SUPER SENSITIVE CASE OF 1000 SKU: 11600C	\$93.60	GLOBAL PROTECTION CORP.	CS	1000	11600C	CONDOMS REGULAR SIZE	PRICE INCREASE
NIGHT LIGHT GLOW-IN-THE-DARK CONDOM CASE 500 SKU: 12000C	\$98.10	GLOBAL PROTECTION CORP.	CS	500	12000C	CONDOMS SPECIALTY	PRICE INCREASE
ONE PLEASURE PLUS CASE OF 500 SKU: 14000C1	\$71.10	GLOBAL PROTECTION CORP.	CS	500	14000C1	CONDOMS LARGE SIZE	PRICE INCREASE
GLOBAL PREMIUM CONDOM SAMPLER BOWL 144 SKU: BBU	\$18.00	GLOBAL PROTECTION CORP.	BL	144	BBU	CONDOMS ALTERNATIVE PACKAGING	PRICE INCREASE
FANTASY LUBRICATED CASE OF 1000 SKU: L6808C	\$64.80	GLOBAL PROTECTION CORP.	CS	1000	L6808C	CONDOMS REGULAR SIZE	PRICE INCREASE
FANTASY ASSORTED FLAVORS CASE OF 1000 SKU: L6818C	\$68.40	GLOBAL PROTECTION CORP.	CS	1000	L6818C	CONDOMS FLAVORED	PRICE INCREASE
FANTASY ASSORTED COLORS CASE OF 1000 SKU: L6828C	\$68.40	GLOBAL PROTECTION CORP.	CS	1000	L6828C	CONDOMS REGULAR SIZE	PRICE INCREASE
TRUSTEX ASSORTED FLAVORS CASE OF 1000 SKU: L8050C	\$74.70	GLOBAL PROTECTION CORP.	CS	1000	L8050C	CONDOMS FLAVORED	PRICE INCREASE
TRUSTEX ASSORTED FLAVORS NON-LUBRICATED CASE OF 1000 SKU: L8750C	\$74.70	GLOBAL PROTECTION CORP.	CS	1000	L8750C	CONDOMS FLAVORED	PRICE INCREASE
TRUSTEX NATURAL CONDOM/LUBE COMBO CASE OF 1000 SKU: L88231C	\$108.00	GLOBAL PROTECTION CORP.	CS	1000	L88231C	CONDOMS REGULAR SIZE	PRICE INCREASE
TRUSTEX NATURAL LUBRICATED CASE OF 1000 SKU: L8826NC	\$71.10	GLOBAL PROTECTION CORP.	CS	1000	L8826NC	CONDOMS REGULAR SIZE	PRICE INCREASE
TRUSTEX ASSORTED COLORS CONDOM/LUBE COMBO CASE OF 1000 SKU: L88281C	\$108.00	GLOBAL PROTECTION CORP.	CS	1000	L88281C	CONDOMS REGULAR SIZE	PRICE INCREASE
TRUSTEX ASSORTED COLORS NON-LUBRICATED CASE OF 1000 SKU: L8829AC	\$74.70	GLOBAL PROTECTION CORP.	CS	1000	L8829AC	CONDOMS REGULAR SIZE	PRICE INCREASE

PRODUCT DESCRIPTION	CONTRACT PRICE	MANUFACTURER	SUOM	Qty/SUOM	MFR PART NO.	CATEGORY	SUMMARY OF CHANGES
TRUSTEX ASSORTED COLORS CASE OF 1000 SKU: L8833AC	\$74.70	GLOBAL PROTECTION CORP.	CS	1000	L8833AC	CONDOMS REGULAR SIZE	PRICE INCREASE
TRUSTEX RIBBED STUDDER CASE OF 1000 SKU: L8835C	\$76.50	GLOBAL PROTECTION CORP.	CS	1000	L8835C	CONDOMS REGULAR SIZE	PRICE INCREASE
TRUSTEX EXTRA STRENGTH CASE OF 1000 SKU: L8901C	\$76.50	GLOBAL PROTECTION CORP.	CS	1000	L8901C	CONDOMS REGULAR SIZE	PRICE INCREASE
TRUSTEX EXTRA LARGE CASE OF 1000 SKU: L8905C	\$76.50	GLOBAL PROTECTION CORP.	CS	1000	L8905C	CONDOMS EXTRA LARGE SIZE	PRICE INCREASE
NUVO ULTRATHIN CASE OF 1000 SKU: NV301C	\$56.10	GLOBAL PROTECTION CORP.	CS	1000	NV301C	CONDOMS REGULAR SIZE	PRICE INCREASE
NUVO ASSORTED COLORS CASE OF 1000 SKU: NV4001C	\$56.10	GLOBAL PROTECTION CORP.	CS	1000	NV4001C	CONDOMS REGULAR SIZE	PRICE INCREASE
NUVO EXTRA LARGE CASE OF 1000 SKU: NV401C	\$56.10	GLOBAL PROTECTION CORP.	CS	1000	NV401C	CONDOMS EXTRA LARGE SIZE	PRICE INCREASE
NUVO RIBBED CASE OF 1000 SKU: NV801C	\$56.10	GLOBAL PROTECTION CORP.	CS	1000	NV801C	CONDOM REGULAR SIZE	PRICE INCREASE
NUVO EXTRA LUBRICATED CASE OF 1000 SKU: NV901C	\$53.55	GLOBAL PROTECTION CORP.	CS	1000	NV901C	CONDOMS REGULAR SIZE	PRICE INCREASE
TROJAN ENZ CASE OF 1000 SKU: TEBULK	\$260.00	CHURCH AND DWIGHT	CS	1000	TEBULK	CONDOMS LARGE SIZE	
TROJAN MAGNUM CASE OF 1000 SKU: TMBULK	\$365.00	CHURCH AND DWIGHT	CS	1000	TMBULK	CONDOMS LARGE SIZE	
ATLAS SAFER SEX KIT BOX OF 150 SKU: 10SAM01	\$243.00	GLOBAL PROTECTION CORP.	BX	1	10SAM01	CONDOMS KITS	PRICE INCREASE
ONE SAFER SEX KIT BOX OF 150 SKU: 11SAM01	\$256.50	GLOBAL PROTECTION CORP.	BX	1	11SAM01	CONDOMS KITS	PRICE INCREASE
LAMINATED MALE REPRODUCTIVE ANATOMY CHART SKU: VR1528L	\$23.40	GLOBAL PROTECTION CORP.	EA	1	VR1528L	CONDOMS CHARTS	PRICE INCREASE
LAMINATED FEMALE GENITAL ORGANS CHART SKU: VR1532L	\$23.40	GLOBAL PROTECTION CORP.	EA	1	VR1532L	CONDOMS CHARTS	PRICE INCREASE
LAMINATED BIRTH CONTROL CHART SKU: VR1591L	\$23.40	GLOBAL PROTECTION CORP.	EA	1	VR1591L	CONDOMS CHARTS	PRICE INCREASE
LAMINATED HIV AND AIDS CHART SKU: VR1725L	\$23.40	GLOBAL PROTECTION CORP.	EA	1	VR1725L	CONDOMS CHARTS	PRICE INCREASE
ONE OASIS WATER-BASED LUBRICANT 3ML CASE OF 500 SKU: 11L100C	\$47.70	GLOBAL PROTECTION CORP.	CS	500	11L100C	LUBRICANT WATER-BASED	PRICE INCREASE
ONE OASIS WATER-BASED LUBRICANT 4.5G CASE OF 1000 SKU: 11L102C	\$100.80	GLOBAL PROTECTION CORP.	CS	1000	11L102C	LUBRICANT WATER-BASED	PRICE INCREASE
ONE MOVE SILICONE LUBRICANT 3ML CASE OF 500 SKU: 11L200C	\$70.20	GLOBAL PROTECTION CORP.	CS	500	11L200C	LUBRICANT SILICONE	PRICE INCREASE
ONE OASIS SILK HYBRID LUBRICANT 3ML CASE OF 500 SKU: 11L400C-2	\$58.50	GLOBAL PROTECTION CORP.	CS	500	11L400C-2	LUBRICANT HYBRID	PRICE INCREASE
TRUSTEX ASSORTED FLAVORS WATER-BASED LUBRICANT 6ML CASE OF 1000 SKU: L5500C	\$110.70	GLOBAL PROTECTION CORP.	CS	1000	L5500C	LUBRICANT WATER-BASED	PRICE INCREASE
SATIN ASSORTED FLAVORED LATEX DAMS (6INCHX10INCH) BOX OF 100 SKU: LGDMXU	\$58.50	GLOBAL PROTECTION CORP.	BX	100	LGDMXU	DENTAL DAMS	PRICE INCREASE
ZIPLOCK 3X5 CLEAR BAGS PACK OF 100 SKU: 020305U	\$3.15	GLOBAL PROTECTION CORP.	PK	100	020305U	ZIPPER BAG	
ZIPLOCK 4X7 CLEAR BAGS PACK OF 100 SKU: 020407U	\$3.38	GLOBAL PROTECTION CORP.	PK	100	020407U	ZIPPER BAG	
LATEX FINGER COTS PACK OF 144 SKU: R301U	\$4.95	GLOBAL PROTECTION CORP.	PK	144	R301U	CONDOMS FINGER COTS	
LIFESTYLES ULTRA SENSITIVE SKU: A5400C	\$82.85	SWELL	CS	1000	A5400C	CONDOMS REGULAR SIZE	PRICE DECREASE
LIFESTYLES ULTRA LUBRICATED SKU: A5800C	\$82.85	SWELL	CS	1000	A5800C	CONDOMS REGULAR SIZE	PRICE DECREASE
LIFESTYLES NON-LATEX SKU: A7800C	\$386.00	SWELL	CS	1000	A7800C	CONDOMS NON LATEX	PRICE DECREASE
LIFESTYLES ULTRA-THIN SKU: A6400C	\$82.85	SWELL	CS	1000	A6400C	CONDOMS REGULAR SIZE	PRICE DECREASE
LIFESTYLES KYNG EXTRA LARGE SKU: A9800C	\$82.85	SWELL	CS	1000	A9800C	CONDOMS EXTRA LARGE SIZE	PRICE DECREASE
ASSORTMENT BULK CONDOM SAMPLER SKU: BS01C	\$122.40	GLOBAL PROTECTION CORP.	CS	1024	BS01C	CONDOMS REGULAR SIZE	PRICE DECREASE
ASSORTMENT BULK CONDOM SAMPLER EXTRA LARGE CONDOMS SKU: BS02C	\$155.70	GLOBAL PROTECTION CORP.	CS	1024	BS02C	CONDOMS EXTRA LARGE SIZE	PRICE DECREASE
LIFESTYLES PERSONAL LUBRICANT SKU: A7000C	\$82.85	SWELL	CS	1000	A7000C	LUBRICANT WATER-BASED	PRICE DECREASE
STI SYMPTOMS TREATMENTS EDUCATIONAL PAMPHLETS SKU: 11E01U	\$16.20	GLOBAL PROTECTION CORP.	PK	100	11E01U	CONDOMS EDUCATION	PRICE DECREASE
STI PREVENTION GUIDE EDUCATIONAL PAMPHLETS SKU: 11E02U	\$16.20	GLOBAL PROTECTION CORP.	PK	100	11E02U	CONDOMS EDUCATION	PRICE DECREASE
HIV AIDS AWARENESS EDUCATIONAL PAMPHLETS SKU: 11E03U	\$16.20	GLOBAL PROTECTION CORP.	PK	100	11E03U	CONDOMS EDUCATION	PRICE DECREASE

PRODUCT DESCRIPTION	CONTRACT PRICE	MANUFACTURER	SUOM	Qty/SUOM	MFR PART NO.	CATEGORY	SUMMARY OF CHANGES
PENIS HEALTH AWARENESS EDUCATIONAL PAMPHLETS SKU: 11E05U	\$16.20	GLOBAL PROTECTION CORP.	PK	100	11E05U	CONDOMS EDUCATION	PRICE DECREASE
SENIORS AND SEX EDUCATIONAL PAMPHLETS SKU: 11E06U	\$16.20	GLOBAL PROTECTION CORP.	PK	100	11E06U	CONDOMS EDUCATION	PRICE DECREASE
ONEHOME STANDARD CONDOM MAILER 20 CONDOMS & 10 LUBE SACHETS; TO ORDER, PLEASE FIRST CONTACT GLOBAL PROTECTION CORP. TO SET UP A ONEHOME PROGRAM SKU: 110100U-A	\$8.42	GLOBAL PROTECTION CORP.	PK	30	110100U-A	CONDOMS REGULAR SIZE	
ONEHOME XL CONDOM MAILER 20 CONDOMS & 10 LUBE SACHETS; TO ORDER, PLEASE FIRST CONTACT GLOBAL PROTECTION CORP. TO SET UP A ONEHOME PROGRAM. SKU: 110100U-B	\$9.00	GLOBAL PROTECTION CORP.	PK	30	110100U-B	CONDOMS EXTRA LARGE SIZE	
ONEHOME STANDARD CONDOM MAILER W/NON-LATEX 20 CONDOMS & 10 LUBE SACHETS; TO ORDER, PLEASE FIRST CONTACT GLOBAL PROTECTION CORP. TO SET UP A ONEHOME PROGRAM. SKU: 110100U-C	\$10.43	GLOBAL PROTECTION CORP.	PK	39	110100U-C	CONDOMS NON LATEX	
ONE EXTREME RIBS, CASE OF 1000 SKU: 112500C	\$93.60	GLOBAL PROTECTION CORP.	CS	1000	112500C	CONDOMS REGULAR SIZE	PRICE INCREASE
ONE EXTRA STRONG, CASE OF 1000 SKU: 112400C	\$93.60	GLOBAL PROTECTION CORP.	CS	1000	112400C	CONDOMS REGULAR SIZE	PRICE INCREASE
ONE ULTRA FEEL CONDOM/LUBE COMBO, CASE OF 500 SKU: 112300C	\$80.10	GLOBAL PROTECTION CORP.	CS	1000	112300C	CONDOMS REGULAR SIZE	PRICE INCREASE
FC2 FEMALE CONDOM PACK OF 100 SKU: FC2U	\$156.00	CLEAR FUTURE	PK	100	FC2U	CONDOMS REGULAR SIZE	
FC2 FEMALE CONDOM CASE OF 500 SKU: FC2C-A	\$735.00	CLEAR FUTURE	CS	500	FC2C-A	CONDOMS REGULAR SIZE	
FC2 FEMALE CONDOM CASE OF 1000 SKU: FC2C	\$1,425.00	CLEAR FUTURE	CS	1000	FC2C	CONDOMS REGULAR SIZE	
LIFESTYLES NON-LATEX SKU: A7800U-2	\$58.00	SAWELL	BG	144	A7800U-2	CONDOMS NON LATEX	
ONEHOME STANDARD CONDOM MAILER W/NON-LATEX ONLY 20 NON-LATEX CONDOMS & 10 LUBE SACHETS; TO ORDER, PLEASE FIRST CONTACT GLOBAL PROTECTION CORP. TO SET UP A ONEHOME PROGRAM. SKU: 110100U-D	\$14.35	GLOBAL PROTECTION CORP.	PK	30	110100U-D	CONDOMS NON LATEX	
ONEHOME STANDARD CONDOM MAILER W/FC2 7 INTERNAL CONDOMS, 5 MOVE SACHETS; TO ORDER, PLEASE FIRST CONTACT GLOBAL PROTECTION CORP. TO SET UP A ONEHOME PROGRAM. SKU: 110100U-F	\$16.26	GLOBAL PROTECTION CORP.	PK	12	110100U-F	CONDOMS NON LATEX	
HARMONY LATEX ORAL DAMS, BOX OF 100 SKU: PHA202U	\$90.00	GLOBAL PROTECTION CORP.	BX	100	PHA202U	DENTAL DAM SUPPLIES	
HARMONY POLYISOPRENE ORAL DAMS, BOX OF 60 SKU: PHA101U	\$90.00	GLOBAL PROTECTION CORP.	BX	60	PHA101U	DENTAL DAM SUPPLIES	
FC2 O-CUBE INTERNAL CONDOM DEMONSTRATOR SKU: V-FC2D01	\$21.00	CLEAR FUTURE	PK	1	V-FC2D01	CONDOMS EDUCATION	
LIFESTYLES ASSORTED COLORS SKU: A5300C	\$82.85	SAWELL	CS	1008	A5300C	CONDOMS REGULAR SIZE	ADDITION
LIFESTYLES SNUGGER FIT CONDOMS SKU: A5200C	\$82.85	SAWELL	CS	1008	A5200C	CONDOMS SNUGGER FIT	ADDITION
LIFESTYLES TUXEDO CONDOMS SKU: A6200C	\$82.85	SAWELL	CS	1008	A6200C	CONDOM REGULAR SIZE	ADDITION
LIFESTYLES ULTRA-SENSITIVE NON-LUBRICATED CONDOMS SKU: A5700C	\$82.85	SAWELL	CS	1008	A5700C	CONDOM REGULAR SIZE	ADDITION
LIFESTYLES ULTRA-RIBBED CONDOMS SKU: A5600C	\$82.85	SAWELL	CS	1008	A5600C	CONDOM REGULAR SIZE	ADDITION
LIFESTYLES LUCIOUS FLAVORS CONDOMS SKU: A6800C	\$82.85	SAWELL	CS	1008	A6800C	CONDOM REGULAR SIZE	ADDITION
LIFESTYLES EXTRA STRENGTH CONDOMS SKU: A5900C	\$82.85	SAWELL	CS	1008	A5900C	CONDOM REGULAR SIZE	ADDITION
LIFESTYLES ELITE LARGE NON-LATEX CONDOMS SKU: A210149C	\$493.00	SAWELL	CS	1008	A210149C	CONDOMS NON LATEX	ADDITION
LIFESTYLES ELITE LARGE NON-LATEX CONDOMS SKU: A210149U	\$63.00	SAWELL	BG	144	A210149U	CONDOMS NON LATEX	ADDITION
LIFESTYLES ELITE NON-LATEX CONDOMS SKU: A210151C	\$493.00	SAWELL	CS	1008	A210151C	CONDOMS NON LATEX	ADDITION

PRODUCT DESCRIPTION	CONTRACT PRICE	MANUFACTURER	SUOM	Qty/SUOM	MFR PART NO.	CATEGORY	SUMMARY OF CHANGES
LIFESTYLES ELITE NON-LATEX CONDOMS SKU:A210151U	\$63.00	SXWELL	BG	144	A210151U	CONDOMS NON LATEX	ADDITION
MYONE DEMONSTRATOR, CLASSIC SIZE SKU:MY00E	\$9.00	GLOBAL PROTECTION CORP.	EA	1	MY00E	CONDOMS DEMONSTRATORS	ADDITION
MYONE DEMONSTRATOR, CLASSIC SIZE SKU:MY00EC	\$72.00	GLOBAL PROTECTION CORP.	CS	12	MY00EC	CONDOMS DEMONSTRATORS	ADDITION
MYONE DEMONSTRATOR, SNUG SIZE SKU: MY02E	\$9.00	GLOBAL PROTECTION CORP.	EA	1	MY02E	CONDOMS DEMONSTRATORS	ADDITION
MYONE DEMONSTRATOR, SNUG SIZE SKU: MY02EC	\$72.00	GLOBAL PROTECTION CORP.	CS	12	MY02EC	CONDOMS DEMONSTRATORS	ADDITION
MYONE DEMONSTRATOR, LARGE SIZE SKU: MY04E	\$9.00	GLOBAL PROTECTION CORP.	EA	1	MY04E	CONDOMS DEMONSTRATORS	ADDITION
MYONE DEMONSTRATOR, LARGE SIZE SKU:MY04EC	\$72.00	GLOBAL PROTECTION CORP.	CS	12	MY04EC	CONDOMS DEMONSTRATORS	ADDITION
MYONE CUSTOM FIT SUPER SNUG BOWL SKU:MY45C100B	\$26.00	GLOBAL PROTECTION CORP.	BL	100	MY45C100B	CONDOMS SNUGGER FIT	ADDITION
MYONE CUSTOM FIT SNUG BOWL SKU:MY49F100B	\$26.00	GLOBAL PROTECTION CORP.	BL	100	MY49F100B	CONDOMS SNUGGER FIT	ADDITION
MYONE CUSTOM FIT CLASSIC TAILORED BOWL SKU:MY55F100B	\$26.00	GLOBAL PROTECTION CORP.	BL	100	MY55F100B	CONDOM REGULAR SIZE	ADDITION
MYONE CUSTOM FIT EXTRA WIDE BOWL SKU:MY60H100B	\$26.00	GLOBAL PROTECTION CORP.	BL	100	MY60H100B	CONDOMS LARGE SIZE	ADDITION
MYONE CUSTOM FIT SUPER WIDE BOWL SKU:MY64K100B	\$26.00	GLOBAL PROTECTION CORP.	BL	100	MY64K100B	CONDOMS EXTRA LARGE SIZE	ADDITION

AMENDMENT NO. 8 TO MMCAP INFUSE AGREEMENT NO. MMS2200720

THIS AMENDMENT NO. 8 (“**Amendment**”) to MMS2200720 and its amendments (“**Agreement**”) is entered into on the date all required signatures are obtained for this document and is by and between the State of Minnesota acting through its Commissioner of Administration (“**Minnesota**”) on behalf of MMCAP Infuse (“**MMCAP Infuse**”) and Global Protection Corp., a corporation with an address of 630 Lynnway, Lynn, MA 01905 (“**Vendor**”).

RECITALS

WHEREAS, MMCAP Infuse and Vendor have agreed to certain changes in the terms and conditions set forth in the Agreement and have agreed to amend the Agreement to reflect said changes;

WHEREAS, besides the terms and conditions of the Agreement amended in this Amendment, the Agreement remains in full force and effect; and

NOW, THEREFORE, the parties acknowledge and hereby agree that the Agreement shall be amended as follows:

Capitalized Terms; Definitions; Conditions. The Agreement and Amendments shall be read together as one document. Any capitalized terms used in the Amendment that are defined in the Agreement will have the same meaning(s) when used herein, unless the context clearly requires otherwise. To the extent there shall exist a conflict between the Agreement and this Amendment, the terms of this Amendment will control. Unless otherwise clearly altered, modified, deleted, or amended otherwise, the terms of the Agreement will continue in their entirety and govern the contractual relationship between Vendor and MMCAP Infuse.

In this Amendment, changes to pre-existing Agreement language will use ~~strike through~~ for deletions and underlining for insertions.

Modifications

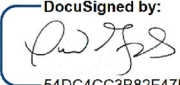
Revision 1: Effective April 2, 2026, the *Attachment A*, of the Agreement will be revised as follows:

PRODUCT DESCRIPTION	CONTRACT PRICE	MANUFACTURER	SUOM	Qty/SUOM	MFR PART NO.	CATEGORY	SUMMARY OF CHANGES
LIFESTYLES ELITE LARGE NON-LATEX CONDOMS SKU:A210149C	\$419.00	SXWELL	CS	1008	A210149C	CONDOMS NON LATEX	PRICE DECREASE
LIFESTYLES ELITE NON-LATEX CONDOMS SKU:A210151C	\$419.00	SXWELL	CS	1008	A210151C	CONDOMS NON LATEX	PRICE DECREASE

VENDOR: Global Protection Corporation

The Vendor certified that the appropriate person(s) have executed this Amendment on behalf of the Vendor as required and by applicable articles, bylaws, resolutions, or ordinances.

Name: DocuSigned by: d Gonzalez

Signature: 

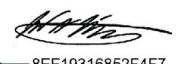
Title: Public Sector Sales Manager

Date: 2/24/2026

STATE OF MINNESOTA FOR MMCAP INFUSE

In accordance with Minn. Stat. § 16C.03, subd. 3

Name: DocuSigned by: Jared Huizenga


Signature: 

Date: 2/24/2026

COMMISSIONER OF ADMINISTRATION

In accordance with Minn. Stat. § 16C.05, subd. 2

Name: DocuSigned by: Christina Fox

Signature: 

Date: 2/24/2026