

## Exhibit A

### ADDITIONAL DELIVERABLES

#### 1. Liquidated Damages

The Nevada Department of Education ("Program") and CTL ("Provider") agree that damage will be sustained by the Program and that it is and will be impractical and extremely difficult to ascertain and determine the actual damages sustained by reason Provider's failure to meet the following performance criteria:

- 1(A) If Provider fails to deliver the portable computing devices with designated software before the close of business on the 15th day after the Device Delivery complete date set forth in EXHIBIT A, INDICATOR 2, Section 2(A) and Section 2(B) the Department may require Provider to pay liquidated damages of One Thousand Dollars (\$1,000.00) for each school day the Provider is in default not to exceed \$30,000. The Department, at its option, may begin default proceedings at any time after the Device Date in the event Provider fails to deliver the portable computing devices by the Device Date;
- 1(B) If the Provider fails to have the network infrastructure in all participating schools installed and operational on or before August 1, 2016 ("Network Date"), the Department may require Provider to pay liquidated damages of One Thousand Dollars (\$1,000.00) for each school day the Provider is in default not to exceed \$30,000. The Department, at its option, may begin default proceedings at any time after the Network Date in event Provider fails to install and have operational the infrastructure by the Network Date; or
- 1(C) If the Provider fails to provide wireless network service at a participating school for more than ten (10) consecutive school days, the Department may require the Provider to pay liquidated damages of One Thousand Dollars (\$1,000) for each day the Provider is in default not to exceed \$30,000.
- 1(D) Written notification of failure to meet any of the performance criteria set forth above shall be given by the Program to Provider. Provider shall have five (5) workdays, or some other mutually agreed period, from the date of receipt of written notification of a failure to meet the performance criteria to correct the failure. If the failure is not resolved within this period, liquidated damages may be imposed retroactively to the date of Provider's default.
- 1(E) Provider shall not be held liable for, and no liquidated damages shall be assessed, for a failure to meet any indicated date that is not materially caused by Provider or its subcontractors.
- 1(F) Contractor's total liability for failure to meet the above performance criteria over the term of the agreement shall be limited to a total aggregate cap of \$90,000.00.
- 1(G) Contractor's obligation to meet the above performance criteria is subject to the Force Majeure provision set forth in the Master Agreements between the Department and contractor.

## **2. Device**

### **MEASURES:**

- 2(A) Provider will deliver approx. 2000 NL6 Chromebook devices and protective sleeves to participating schools by April 29, 2016, for use by teachers and staff users.
- 2(B) Provider will deliver student devices and protective sleeves to participating schools as coordinated in Section 2(C).
- 2(C) Provider will coordinate shipping with each participating school by May 16, 2016.
- 2(D) Provider will ensure all devices are labeled with record asset information prior to shipping to participating schools.
- 2(E) Provider will ensure all devices arrive provisioned and ready for use.
- 2(F) Provider will ensure all roll out support webinars have been completed with participating schools prior to receipt of student devices.

## **3. Device Software**

Additional software solutions will be provided in order to meet the functional requirements specified in the sections below. The Provider may provide alternate software solutions for the following and other software solutions specified in its Proposal, if they meet the respective functional requirements and are deemed of equal or better value by the Program.

### **MEASURES:**

- 3(A) 6.6.1.3. Data analysis and modeling (e.g. spreadsheet, graphing and charting, GIS, predict and explain, etc.)
  - Provider agrees to help deploy Esri ArcGIS and any other compatible apps designated by the Program to all program devices.
- 3(B) 6.6.1.4. Computational thinking (e.g. analyzing and organizing data, data modeling and simulations, programming, etc.)
  - Provider agrees to provide one full NCLab user license per seat.
- 3(C) 6.6.1.6 Multimedia creation (e.g. creation and manipulation of digital images, audio, video, etc.)
  - Provider agrees to provide WeVideo school accounts to each participating school.

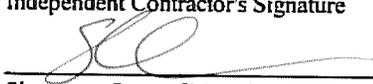
## **4. Project Deliverables**

The Provider and the Program understand the deliverables listed in Section 4 are not all inclusive and are subject to change upon mutual agreement between the Provider and the Program. Upon State receipt, review and approval of the detailed project plans an amendment to this Participating Addendum to incorporate additional due dates and review times.

MEASURES:

- 4(A) Provider agrees to update & communicate Initial Project Plan to Program by January 8, 2016
- 4(B) Provider will provide monthly project management reporting to Program beginning February of 2016.
- 4(C) Provider agrees to communicate details of Professional Development plan by January 8, 2016
- 4(D) Provider agrees to provide a service and support plan, per Section 11.2 of the MLTI RFP by March 1, 2016.
- 4(E) Provider agrees to report asset management and repair service performance information to the Program on a monthly basis, including information on failure type and repair time, in addition to other metrics determined useful by the Provider and the Program.

IN WITNESS WHEREOF, the parties hereto have caused this Participating Addendum to be signed and intend to be legally bound thereby.

	<u>12/4/2015</u>	<u>President</u>
Independent Contractor's Signature	Date	Independent's Contractor's Title
	<u>12.8.15</u>	<u>Interim Supt</u>
Signature- State of Nevada	Date	Title