

**Amendment Number 2**  
**to**  
**Contract Number DIR-SDD-2035**  
**between**  
**State of Texas, acting by and through the Department of Information Resources**  
**and**  
**CARASOFT TECHNOLOGY CORP.**

This Amendment Number Two (2) to Contract Number DIR-SDD-2035 (“Contract”) is between the Department of Information Resources (“DIR”) and Carahsoft Technology Corp. (“Vendor”). DIR and Vendor agree to modify the Contract as follows:

1. **Contract, Section 7. Software License and Service Agreement, A. Software License Agreement** is hereby removed in its entirety.
2. **Contract, Section 7. Software License and Service Agreement, C. Service Agreement** is hereby removed in its entirety.
3. **Contract, Section 7. Software License and Service Agreement, B. Shrink/Click-wrap License Agreement** is hereby renumbered in its entirety to be Section 7 as follows:

**7. Shrink/Click-wrap License Agreement**

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer’s responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

All other terms and conditions of the Contract not specifically modified herein shall remain in full force and effect. In the event of a conflict among provisions, the order of precedence shall be this Amendment Number 2, then Amendment Number 1 and then the Contract.

**IN WITNESS WHEREOF**, the parties hereby execute this amendment to be effective as of the date of the last signature.

**CARASOFT TECHNOLOGY CORP.**

**Authorized By** Signature on File

**Name:** Ellen Lord

**Title:** Contracts Manager

**Date:** September 10, 2014

**The State of Texas, acting by and through the Department of Information Resources**

**Authorized By:** Signature on File

**Name:** Karen Robinson

**Title:** Executive Director

**Date:** September 25, 2014

**General Counsel:** DRBrown 9-25-14