

Amendment Number 2
to
Contract Number DIR-SDD-2504
between
State of Texas, acting by and through the Department of Information Resources
and
CARASOFT TECHNOLOGY CORP.

This Amendment Number 2 to Contract Number DIR-SDD-2504 (“Contract”) is between the Department of Information Resources (“DIR”) and Carahsoft Technology Corp. (“Vendor”). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Contract, Section 2. Term of Contract** is hereby amended as follows:

DIR and Vendor hereby agree to extend the term of the Contract for one (1) year through August 29, 2015, or until terminated pursuant to the termination clauses contained in the Contract. Prior to expiration of the term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to two (2) additional one-year renewal term.

2. **Contract, Section 4. Pricing**, is hereby restated in its entirety as follows:

4. Pricing

Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

3. **Contract, Section 4. Pricing A - H** is deleted and is hereby restated in its entirety in Appendix A, Standard Terms and Conditions For Services Contracts dated 05/02/14 as attached hereto.
4. **Contract, Section 6. Notification** is hereby restated in its entirety as follows:

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Dana L. Collins, CTPM, CTCM
Manager, Contract and Vendor Management
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 936-2233
Facsimile: (512) 475-4759
Email: dana.collins@dir.texas.gov

If sent to the Vendor:

Mr. Robert Moore
Carahsoft Technology Corp.
12369 Sunrise Valley Drive, Suite D2
Reston, Virginia 20191
Phone: (703) 871-8504
Facsimile: (703) 871-8505
Email: robert.moore@carahsoft.com <mailto:sheridan@denimgroup.com>

5. **Contract, Section 7. Software License and Service Agreements** is hereby amended by adding C. Conflicting or Additional Terms in its entirety as follows:

C. Conflicting or Additional Terms

In the event that conflicting or additional terms in Vendor Software License Agreements, Shrink/Click Wrap License Agreements, Service Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

6. **Contract, Section 8. Intellectual Property Matters, A - L** is deleted and is hereby restated in its entirety in Appendix A, Standard Terms and Conditions For Product and Related Services Contracts dated 05/02/14 as attached hereto. <mailto:aaron@vicav.com>
7. **Appendix A. Standard Terms and Conditions For Product and Related Services Contracts**, is hereby restated in its entirety and replaced with the attached **Appendix A. Standard Terms and Conditions For Product and Related Services Contracts** dated 05/02/2014.
8. **Authorized Exceptions to Appendix A, Section 11, Contract Enforcement, B. Termination, 7) Transitional Support Upon Termination or Expiration** is hereby added in its entirety as follows:

A. Appendix A, Section 11. Contract Enforcement, B. Termination, 7) Transitional Support Upon Termination or Expiration

7) Transitional Support Upon Termination or Expiration

Upon the date of contract termination or expiration, Vendor will provide transitional use of Vendor's Software Tracking Database to all DIR Customers that have purchased software under this Contract. To assure continuity of records, DIR Customers (upon request) that have purchased under this Contract will be provided access to Vendor's website to receive from Vendor a transferable, electronic record of its software license tracking information for a period not less than the prior twelve months, in a commercially available format. If the file download is available on Vendor's website, clear instructions should be posted for DIR Customers along with a contact name, telephone number and email address for questions. Vendor

shall also provide DIR a complete copy of the entire DIR Customer database at the end of the 90-day transition period, in a commercially available format.

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, Amendment Number 1 and then the Contract.

(Remainder of page left blank intentionally)

IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature, but in all events, no later than August 29, 2014.

CARAHSOFT TECHNOLOGY CORP.

Authorized By: Signature on File

Name: Ellen Lord

Title: Contracts Manager

Date: August 18, 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: 8/28/14

**Office of
General Counsel:** DRBrown 8-28-14