

Amendment Number 4
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 4 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, 2017 or until terminated pursuant to the termination clauses contained in the Contract, completing all three (3) additional one-year options. No additional extension periods remain.

2. Appendix A, Standard Terms and Conditions For Products and Related Services Contracts, is hereby restated in its entirety and replaced with the attached **Appendix A, Standard Terms and Conditions For Services Contracts dated 06/21/2016,** except where previous authorized exceptions to Appendix A were allowed and documented as part of the Contract. In such cases, the previously authorized exceptions shall be applied to the portions of the new Appendix A which are comparable to those in the earlier Appendix A for which they were written, and this without regard for the numbering or lettering associated with any of the documents. Applied in such manner, the exceptions shall remain in full force and effect until such time the contract expires or is terminated.

3. Authorized Exceptions to Appendix A, Section 11, Contract Enforcement, B. Termination, 8) Transitional Support Upon Termination or Expiration is hereby added in its entirety as follows:

A. Appendix A, Section 11. Contract Enforcement, B. Termination, 8) Transitional Support Upon Termination or Expiration

8) 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 as amended, not specifically modified herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be Amendment Number 4, the Amendment Number 3, then Amendment Number 2, then Amendment Number 1, and finally the Contract DIR-SDD-2504.

(Remainder of page intentionally left blank)

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, 2016.

CARAHSOFT TECHNOLOGY CORP.

Authorized By: Signature On File

Name: Ellen Lord

Title: Contract Manager

Date: 8/23/2016

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

Authorized By: Signature On File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 8/30/2016

Office of General Counsel: Signature On File 8/29/2016