

**Amendment Number 2**  
**to**  
**Contract Number DIR-TSO-3149**  
**between**  
**State of Texas, acting by and through the Department of Information Resources**  
**and**  
**Carahsoft Technology Corporation**

This Amendment Number 2 to Contract Number DIR-TSO-3149 (“Contract”) is between the Department of Information Resources (“DIR”) and Carahsoft Technology Corporation. (“Vendor”). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Contract, Section 7, Software License and Service Agreements, B. Conflicting or Additional Terms** is hereby amended and restated in its entirety as follows:

The parties agree that where the Vendor is an authorized reseller of products or services, that each Manufacturer or Publisher license agreement will be further negotiated following execution of this Amendment for inclusion by a new amendment upon agreement of terms and conditions of both parties no later than six (6) months from the effective date of this amendment or the Vendor may be required to remove the Manufacturer or Publisher product or services from said agreement.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor’s initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.

In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer’s authorized signatory.

Vendor shall not [without prior written agreement from Customer’s authorized signatory, ] require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer of Publisher.

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 09/24/2015**.
3. **Appendix C, Pricing Index**, is hereby restated in its entirety and replaced with Appendix C, Pricing Index attached hereto.

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 2, then Amendment Number 1, and then the Contract DIR-TSO-3149.

**(Remainder of page intentionally left blank)**

**IN WITNESS WHEREOF**, the parties hereby execute this Amendment Number 2 to be effective as of the date of last signature.

**Carahsoft Technology Corporation**

**Authorized By:** Signature on File

**Name:** Ellen Lord

**Title:** Contracts Manager

**Date:** November 24, 2015

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

**Authorized By:** Signature on File

**Name:** Sally Ward for Dale Richardson

**Title:** Chief Operations Officer

**Date:** 11-25-15

**Office of General Counsel:** David Brown 11-25-15