

**Amendment Number 4**  
**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 4 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 2, Term of Contract**, is hereby amended and restated in its entirety as follows:

DIR and Vendor hereby agree to extend the term of the Contract for one (1) year through June 22, 2017, 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 terms.

2. **Contract, Section 3, Product and Service Offerings**, is hereby amended and restated in its entirety as follows:

**A. Products**

Products available under this Contract are limited to Software, including Software as a Service Products, as specified in the Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of the RFO and products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer’s product line which was not included in the Vendor’s response to the solicitation described in Section 1.B above.

**B. Services**

Services available under this Contract are limited to Software, including Software as a Service, services as specified in the RFO and the Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

3. **Contract, Section 8, Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts**, is hereby amended and restated in its entirety as follows:

1. **Section 5. Intellectual Property Matters is hereby deleted and restated in its entirety as follows:**

At present, no development of new code or other customization of Intellectual Property is contemplated under this contract. At such time as Vendor and Customer agree to a scope of work

involving new code development, the parties agree to negotiate applicable Intellectual Property provisions.

- 4. 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 4, Amendment Number 3, Amendment Number 2, Amendment Number 1, and then the Contract DIR-TSO-3149.

**IN WITNESS WHEREOF**, the parties hereby execute this Amendment Number 4 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: 5/11/2016

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

Authorized By: Signature on File

Name: Dale Richardson

Title: COO

Date: 5/12/2016

Office of General Counsel: D.B., 5/12/2016