

**OKLAHOMA CONTRACT
FOR PRODUCTS AND RELATED SERVICES**

CARAHSOFT TECHNOLOGY CORP.

This Oklahoma Contract for Products and Related Services (the "Contract") is entered into between Carahsoft Technology Corp. ("Vendor") and the State of Oklahoma by and through the Office of Management and Enterprise Services, effective as of 10 day of February, 2015 and amends certain terms of the DIR Contract for Products and Related Services identified as DIR-SDD-1803 as to procurement transactions of Oklahoma Customers under the IPPA.

1. Scope.

Pursuant to the Interlocal Procurement Participation Agreement ("IPPA"), between the State of Oklahoma and the Texas Department of Information Resources ("DIR") dated June 13, 2014, certain DIR cooperative contracts may be utilized for procurement transactions of Oklahoma state agencies and affiliates (each a "Customer"), one of which is DIR Contract No. DIR-SDD-1803. Terms of DIR Contract No. DIR-SDD-1803, as amended by Vendor and DIR and including Appendices, are incorporated herein. Such terms not modified herein and terms of this Contract shall apply only to procurement transactions of Oklahoma Customers under the IPPA. This Contract, as may be amended from time to time, shall expire one year after its execution unless renewed for successive one year periods by Agreement of both parties.

Pursuant to paragraph B.5. of the IPPA, the parties agree to modify the terms and conditions of DIR-SDD-1803 as follows (such modifications do not apply to DIR or DIR Customers other than Oklahoma state agencies and affiliates):

2. Section 1. Introduction, C. Order of Precedence is revised to add the following sentence at the end of Section C:

With respect to purchase transactions entered into pursuant to this Contract, the terms of this Contract take precedence over terms of any other contract document for acquisitions by Oklahoma based Customers to the extent modified.

3. Section 4. Pricing, F. Tax-Exempt is hereby replaced in its entirety:

As per Section 6.A. of the Oklahoma Constitution and 68 O.S. §§ 1404, 1352 and 1356, Customers under this Contract that are Oklahoma state agencies are exempt from the assessment of State sales, use and excise taxes. Further, such Customers and Customers that are political subdivisions of the State of Oklahoma are exempt from Federal Excise Taxes, 26 U.S.C. Sections 4253(i) and G). Customers will provide Vendor with a tax exemption certificate upon request.

4. **Section 4. Pricing, G. Travel Expense Reimbursement is hereby deleted in its entirety.**

5. **Section 6. Notification, is modified to add the following:**

If sent to the state of Oklahoma:

James L. Reese, II
Chief Information Officer
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

With a copy to:

ISD Deputy General Counsel
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

6. **Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Service Contracts.**

a. **Section 3, Definitions, A. Customer is hereby modified to add the following provision:**

The defined term "Customer" shall include the State of Oklahoma and any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claims Act including any associated institution, instrumentality, board, commission, committee department or other entity designated to act in behalf of the political subdivision; a state county or local governmental entity in its state of origin; and entities authorized to utilize contracts awarded by the State via a multistate or multi-governmental contract.

b. **Section 4, General Provisions, C. Invalid Term or Condition is hereby replaced in its entirety:**

- 1) To the extent any term or condition in the Contract conflicts with the applicable Oklahoma and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing a contract which contains the conflicting term or condition, Customer makes no representation or warranties regarding the enforceability of such term or condition and Customer does not waive the applicable Oklahoma and/or United States law or regulation which conflicts with the Contract term or condition.
- 2) If one or more term or condition in the Contract, or application of any term or condition to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a final judgment or order of a court of competent jurisdiction, the remainder of the Contract and the application of the term or condition to other parties or circumstances shall remain valid and in full force and effect.

c. Section 4, General Provisions, F. Choice of Law is hereby replaced in its entirety:

Except for Customer affiliates and Vendor agreeing otherwise, the laws of the State of Oklahoma shall govern the construction and interpretation of the Contract. Exclusive venue for all actions will be in state court, Oklahoma County, Oklahoma or, if an Oklahoma affiliate Customer, if and as agreed to otherwise between Vendor and such affiliate.

d. Section 4, General Provisions, G. Limitation of Authority is hereby replaced in its entirety:

Vendor shall have no authority to act for or on behalf of the Customer or the State of Oklahoma except as expressly provided for in this Contract; no other authority, power or use is granted or implied. Vendor may not incur any debts, obligations, expenses or liabilities of any kind on behalf of the Customer or the State of Oklahoma.

e. Section 6, Product Terms and Conditions, is hereby replaced in entirety:

Vendor shall comply with federal and state laws, rules and regulations related to information technology accessibility, as applicable, including but not limited to Oklahoma Information Technology Accessibility Standards ("Standards") set forth at http://www.ok.gov/cio/documents/isd_itas.pdf and Vendor shall provide a Voluntary Product Accessibility Template ("VPAT") describing such compliance, which may be provided via a URL linking to the VPAT. If the Products will require development or customization, additional requirements and documentation may be required and compliance shall be necessary by Vendor. Such requirements may be stated in appropriate documents including but not limited to state bids, request for proposals, statements of work, riders, agreements, purchase orders and Amendments. Accordingly, in each statement of work or similar document issued pursuant to this Contract, Vendor shall describe such compliance and identify, if and as applicable, (i) which exception to the Standards applies or (ii) a description of the tasks and estimated cost to make the proposed products and/or services compliant with applicable Standards.

All representations contained in the VPAT provided will be relied upon by the Customer for accessibility compliance purposes.

7. Section 7, Contract Fulfillment and Promotion, F. DIR Logo, shall be modified to add the following provision:

The utilization of this Contract by Customer is not in any way an endorsement by the Customer of Vendor or the products and services and shall not be so construed by Vendor in any advertising or publicity materials. Vendor agrees to submit to the Customer all advertising, sales promotion, and other publicity matters relating to this Contract wherein the Customer's name is mentioned or language used from which the connection of the Customer's name therewith may, in the Customer's judgment, be inferred or implied as an endorsement. Vendor further agrees not to publish or use such advertising, sales promotion, or publicity

matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this Contract without obtaining the prior written approval of the Customer. Vendor may refer to the existence of this Contract, include a URL link to the Contract, and also provide ordering information for potential customers on its website.

8. **Section 8, Pricing, Purchase Orders, Invoices, and Payments, I. Invoices, subsection 1) first sentence is modified to delete references to compliance with Chapter 2251, Texas Government Code.**
9. **Section 8, Pricing, Purchase Orders, Invoices, and Payments, J. Payments is hereby replaced in its entirety:**

As applicable, the parties shall comply with Oklahoma law in invoicing and making payments. Payments for products and services are due thirty (30) days after receipt of a proper invoice; however, Vendor agrees that payment received in accordance with applicable Oklahoma law allowing forty-five (45) days shall not constitute default hereunder nor entitle Vendor to late payment fees or interest. Payment under the Contract shall not foreclose the right to recover wrongful payments.

10. **Section 9, Contract Administration, C. Records and Audit, is hereby modified to reflect that references to "State Auditor's Office" shall mean and refer to the Oklahoma State Auditor's Office and the fourth sentence is hereby replaced in its entirety with the following:**

A Vendor that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any invoice, statement of work, or purchase order records or other such information the State Auditor's Office considers relevant to the investigation or audit. The records may be provided electronically, and the state agrees that in absence of fraud, the state may audit no more than once per year, and upon thirty (30) days' prior notice. The State Auditor's Office and Vendor will cooperate so that any audit is conducted on reasonable terms as to time, place, scope and the like.

11. **Section 9, Contract Administration, C. Records and Audit, subsection 2) is hereby replaced in its entirety:**

As used in this clause, "records" includes an invoice, statement of work, purchase order records or such other documents relevant to Vendor's performance of this Contract regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the Customer, the Vendor agrees any pertinent state or federal agency shall have the right to examine and audit all records relevant to execution and performance of this Contract.

The Vendor is required to retain records relative to this Contract for the duration of this Contract and for a period of seven (7) years following completion and/or termination of this Contract. If an audit, litigation, or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the

date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

12. Section 10, Vendor Responsibilities, A. Indemnification, 2) Acts or Omissions is hereby modified to add the following provision:

IN CONNECTION WITH INDEMNIFICATION OF CUSTOMER WHEN AN OKLAHOMA STATE AGENCY IS A NAMED DEFENDANT IN ANY LAWSUIT, THE DEFENSE OF THE OKLAHOMA STATE AGENCY SHALL BE COORDINATED BY THE ATTORNEY GENERAL OF OKLAHOMA, OR THE ATTORNEY GENERAL OF OKLAHOMA MAY AUTHORIZE THE VENDOR TO CONTROL THE DEFENSE AND ANY RELATED SETTLEMENT NEGOTIATIONS PROVIDED HOWEVER VENDOR MAY NOT AGREE TO ANY SETTLEMENT OF CLAIMS AGAINST THE STATE OF OKLAHOMA WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OKLAHOMA ATTORNEY GENERAL. IF THE ATTORNEY GENERAL OF OKLAHOMA DOES NOT AUTHORIZE SOLE CONTROL OF THE DEFENSE AND SETTLEMENT NEGOTIATIONS TO VENDOR, VENDOR SHALL BE GRANTED AUTHORIZATION TO EQUALLY PARTICIPATE IN ANY PROCEEDING RELATED TO THIS SECTION BUT VENDOR SHALL REMAIN RESPONSIBLE TO INDEMNIFY THE CUSTOMER IN ACCORDANCE WITH AND TO THE EXTENT VENDOR PROVIDES AN INDEMNITY IN THE AGREEMENT. RECOVERY OF ANY DAMAGES SHALL BE DETERMINED UNDER OKLAHOMA STATE LAW.

13. Section 10, Vendor Responsibilities, A. Indemnification, 3) Infringements, subsection a) is hereby modified to add the following provision:

IN CONNECTION WITH INDEMNIFICATION OF CUSTOMER WHEN AN OKLAHOMA STATE AGENCY IS A NAMED DEFENDANT IN ANY LAWSUIT, THE DEFENSE OF THE OKLAHOMA STATE AGENCY SHALL BE COORDINATED BY THE ATTORNEY GENERAL OF OKLAHOMA, OR THE ATTORNEY GENERAL OF OKLAHOMA MAY AUTHORIZE THE VENDOR TO CONTROL THE DEFENSE AND ANY RELATED SETTLEMENT NEGOTIATIONS PROVIDED HOWEVER VENDOR MAY NOT AGREE TO ANY SETTLEMENT OF CLAIMS AGAINST THE STATE OF OKLAHOMA WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OKLAHOMA ATTORNEY GENERAL. IF THE ATTORNEY GENERAL OF OKLAHOMA DOES NOT AUTHORIZE SOLE CONTROL OF THE DEFENSE AND SETTLEMENT NEGOTIATIONS TO VENDOR, VENDOR SHALL BE GRANTED AUTHORIZATION TO EQUALLY PARTICIPATE IN ANY PROCEEDING RELATED TO THIS SECTION BUT VENDOR SHALL REMAIN RESPONSIBLE TO INDEMNIFY THE CUSTOMER IN ACCORDANCE WITH AND TO THE EXTENT VENDOR PROVIDES AN INDEMNITY IN THE AGREEMENT.

14. Section 10, Vendor Responsibilities, B. Taxes/Worker's Compensation/ UNEMPLOYMENT INSURANCE, subsection 2) is hereby modified to add the following provision:

IN CONNECTION WITH INDEMNIFICATION OF CUSTOMER WHEN AN OKLAHOMA STATE AGENCY IS A NAMED DEFENDANT IN ANY LAWSUIT, THE DEFENSE OF THE OKLAHOMA STATE AGENCY SHALL BE COORDINATED BY THE ATTORNEY GENERAL OF OKLAHOMA, OR THE ATTORNEY GENERAL OF OKLAHOMA MAY AUTHORIZE THE VENDOR TO CONTROL THE DEFENSE AND ANY RELATED SETTLEMENT NEGOTIATIONS PROVIDED HOWEVER VENDOR MAY NOT AGREE TO ANY SETTLEMENT OF CLAIMS AGAINST THE STATE OF OKLAHOMA WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OKLAHOMA ATTORNEY GENERAL. IF THE ATTORNEY GENERAL OF OKLAHOMA DOES NOT AUTHORIZE SOLE CONTROL OF THE DEFENSE AND SETTLEMENT NEGOTIATIONS TO VENDOR, VENDOR SHALL BE GRANTED AUTHORIZATION TO EQUALLY PARTICIPATE IN ANY PROCEEDING RELATED TO THIS SECTION BUT VENDOR SHALL REMAIN RESPONSIBLE TO INDEMNIFY THE CUSTOMER IN ACCORDANCE WITH AND TO THE EXTENT VENDOR PROVIDES AN INDEMNITY IN THE AGREEMENT.

15. Section 10, Vendor Responsibilities, C. Vendor Certifications is hereby modified to add the following provision:

In connection with its performance of obligations under the terms of this Contract, the Vendor shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances and orders, as amended, that are, by their terms, expressly applicable to Vendor's delivery of products and/or services under this Contract and impose obligations upon Vendor including but not limited to the following:

- a) Drug-Free Workplace Act of 1988 and as implemented at 45 C.F.R. part 76, Subpart F;
- b) Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use under nonexempt Federal contract, grant or loans of facilities included on the EPA List of Violating Facilities;
- c) Title VII of the 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990 and Executive Orders 11246 and 11375;
- d) Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93; and
- e) Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit and be current on franchise tax payments to the State, as applicable.

16. Section 10, Vendor Responsibilities, H. Confidentiality is hereby replaced in its entirety:

1) Vendor acknowledges that state agency and certain affiliate Customers are subject to the Oklahoma Open Records Act. Vendor also acknowledges that such Customers will comply with the Oklahoma Open Records Act and with all opinions of the Oklahoma Attorney General concerning this Act.

2) Under the terms of this Contract, the State of Oklahoma may provide Vendor with information related to Customers. Vendor shall not re-sell or otherwise distribute or release Customer information to any party in any manner.

17. Section 10, Vendor Responsibilities, K. Limitation of Liability is hereby modified to reflect that references to the "State of Texas" shall mean and refer to the State of Oklahoma:

18. Section 10, Vendor Responsibilities, O. Use of State Property is hereby modified to reflect that references to the "State of Texas" and "DIR" shall mean and refer to the State of Oklahoma.

19. Section 11, Contract Enforcement, A. Enforcement of Contract and Dispute Resolution is hereby replaced in its entirety:

A party's failure to require strict performance of any provision of the Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision.

20. Section 11, Contract Enforcement, B. Termination, 1) Termination for Non-Appropriation, subsection a) Termination for Non-Appropriation by Customer, the first sentence is hereby replaced in its entirety with the following:

Customer may terminate any Purchase Order if funds sufficient to pay its obligations under the Contract are not appropriated by the applicable state legislature, federal government or other appropriate government entity or received from an intended third party funding source.

21. Section 11, Contract Enforcement, B. Termination, 3) Termination for Convenience is hereby modified to reflect that reference to the "DIR" shall mean and refer to the State of Oklahoma.

22. Section 11, Contract Enforcement, B. Termination, 4) Termination for Cause, subsection b) Purchase Order, first sentence is hereby modified to delete references to compliance with Chapter 2260, Texas Government Code so that it reads as follows:

Either the State of Oklahoma or Vendor may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, warranty or provision of the Contract and shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Contract. Customers purchasing products or services under the Contract have no power to terminate the Contract for default.

23. No amendment is effective unless signed by both parties to this Contract.

**SIGNATURE PAGE TO
OKLAHOMA CONTRACT
FOR PRODUCTS AND RELATED SERVICES**

CARAHSOFT TECHNOLOGY CORP.

Carahsoft Technology Corp.

By:  _____

Name: Craig P. Abod

Title: President

Date: February 16, 2015

The State of Oklahoma by and through the Office of Management and Enterprise Services

By: _____

Name: James L. Reese, II

Title: Chief Information Officer

Date: February 12, 2015