

**CARASOFT TECHNOLOGY CORPORATION and SEAGATE GOVERNMENT SOLUTIONS  
MASTER AGGREGATOR AGREEMENT**

This Master Aggregator Agreement (“**Agreement**”) is made as of this 17th day of August, 2016 (“Effective Date”) by and between **Carahsoft Technology Corporation** a Maryland corporation with a principal address of 1860 Michael Faraday Dr., Suite 100, Reston, VA 20190 (“Carahsoft”) and **Seagate Government Solutions**, a Delaware corporation with its principal address of 2300 Dulles Station Blvd, Suite 230, Herndon, VA 20171 (“Vendor”). This Agreement governs Carahsoft’s purchase and resale of Vendor Products and Services as defined herein.

**1. AUTHORIZATION**

**1.1 Scope of Appointment**

Subject to this Agreement, Vendor appoints Carahsoft as a public sector master aggregator of Vendor’s Products and Services in the Territory defined herein. Carahsoft is authorized to Resell or Distribute Vendor Products and Services directly or indirectly to its end Customers through Carahsoft’s network of Partners or directly to its end Customers. Unless authorized in writing, Carahsoft may not Resell, Distribute, or otherwise enter into contracts for the supply of Products and/or Services outside the Territory.

**1.2 Training and Marketing**

Carahsoft will provide Vendor with necessary access to Carahsoft’s sales and marketing personnel for Vendor sales and marketing material and to train Carahsoft about the Products.

**2. MASTER AGGREGATOR OBLIGATIONS**

**2.1 Quoting and Ordering**

In accordance with the terms of this Agreement, Carahsoft may request a quote from Vendor for specific Products and/or Services to meet the needs of an end user Customer. Vendor will use reasonable efforts to discuss the specific details of the Customer requirements with Carahsoft and respond to Carahsoft’ request for quote within a reasonable length of time with a Product description and pricing quote that fully addresses the requirements. Upon receipt of the Vendor quote, Carahsoft shall have the option to issue an Order for such Products or Services, or notify Vendor that no Order will be forthcoming, based on the outcome of the end user Customer’s procurement of those Products or Services.

**2.1 (a)** - Formal Orders issued by Carahsoft to Vendor will be deemed to be accepted by Vendor after written acceptance by Vendor or delivery of invoice. This Agreement and any resultant Order(s) form a contract between Carahsoft and Vendor. The terms and conditions of this Agreement will be the governing terms for issuance of Orders for Vendor Products and/or Services. Except for circumstances that fall under section 2.1 (b) of this agreement, neither party may cancel or vary any Orders, or reconfigure any Product under an Order, unless mutually agreed upon in writing by the parties. Any modification to Carahsoft’s Order must be identified and agreed upon by both parties. Acceptance of any modified terms or conditions of the Order or other Order modifications will be evidenced by both parties’ authorized signatures on Carahsoft’s Order.

**2.1 (b)** - If the Carahsoft end Customer is a U.S. Federal government end user, and the U.S. Federal Government end user Customer cancels or terminates its corresponding order with Carahsoft, the Carahsoft Reseller partner, or a higher tier prime or subcontractor, as applicable, Carahsoft will have the right to cancel an existing Order with Vendor in the same manner as the cancellation or termination is presented by the U.S. Federal Government end user Customer. In such a cancellation event, Carahsoft will notify Vendor as soon as reasonably possible on the specific details of the Order cancellation.

## **2.2 Delivery**

Vendor will do everything that is reasonably commercially possible to meet the estimated Delivery dates, but Carahsoft accepts that Delivery lead times may vary according to manufacturing and other related conditions. Where necessary, and previously authorized by Carahsoft in writing, Vendor may make partial Deliveries and send Carahsoft a partial invoice for what Vendor has delivered. For software products, delivery will be handled electronically as determined in the ordering process and Vendor will provide email confirmation of delivery to the Carahsoft name noted in the Purchase Order. For any delivery of hardware products, all products will have the shipping and insurance charge bundled into the final MSRP that is provided to Carahsoft.

## **2.3 Product and Services Pricing**

Pricing for Products and Services is to be provided by Vendor to Carahsoft on a per Order basis to apply to the Carahsoft request for quote and will take into effect product discounts that recognize the quantities and other price sensitive requirements as noted in the Carahsoft request for quote.

## **2.4 Acceptance and Invoicing of Products and Services**

For the purchase of Vendor Products ordered by Carahsoft, Vendor will provide Carahsoft a written confirmation (in a mutually agreed upon form/format) that the Products included in the Carahsoft Order have been successfully shipped and delivered to the Carahsoft end Customer location. After Product delivery, Vendor will be authorized to submit an invoice to Carahsoft for such Products, provided it matches the Product description and pricing reflected in the corresponding Carahsoft Order for such Products. In the case of Vendor Services sold through Carahsoft, such Services shall be provided in accordance with the terms (i.e. one-time or monthly) as noted in the task specific Quote and Carahsoft Order. Acceptance for Services will be deemed to occur upon completion of the services rendered for a completion/one-time charge task, or at the end of each month for an ongoing monthly task, unless Carahsoft provides written notice to Vendor citing problems with the delivery of Services. Services shall be subject to inspection, testing, and acceptance or rejection in accordance with any acceptance or completion criteria specified in a statement of work. Once the Services rendered have been accepted, Vendor may submit an invoices for such Services in accordance with the prices and schedule noted in the Carahsoft Order.

## **2.5 Payment Terms**

Carahsoft will pay the fees and charges for the supply of delivered Vendor Products and accepted Services pursuant to a mutually acceptable invoicing format, within (59) fifty nine days from the date of its receipt of a valid and accurate Vendor invoice that reflects the prices and terms of the Carahsoft Order.

At Vendor's option, delivery of Vendor Product may be made on Vendor's credit terms in effect at the time an order is accepted. With Vendor approved credit terms, Carahsoft will be invoiced upon delivery, and Carahsoft agrees to pay for Vendor Product as invoiced.

## **2.6 Taxes**

If Vendor is legally required to collect any Taxes on the sale of its Products or Services, as ordered by Carahsoft, Vendor will pay the relevant amount of Taxes and add it to Carahsoft's quote for the Products and Services (noting each as a separate item), unless Carahsoft provides Vendor with an applicable valid exemption certificate authorized by the appropriate governmental authority and cooperate with Vendor to establish that the exemption is valid.

## **2.7 Product Changes and End of Life**

Vendor may change its Products at its discretion, and Carahsoft will comply with changes that Vendor provides to Carahsoft for the Products.

## **2.8 ANTI-KICKBACK ACT OF 1986**

The parties acknowledges and agree to comply with the Anti-Kickback Act of 1986, by not offering, providing, soliciting any kickback in violation of the Anti-Kickback Act of 1986 (41 USC §§ 51-58); "Kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind that is provided directly or indirectly, for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or a subcontract relating to a prime contract.

### 3. WARRANTIES

#### 3.1 Product and Service Warranties

Vendor's supply of Products and Services will include and pass along to Carahsoft the product manufacturer's standard written warranty terms as part of the product sale.

### 4. INTELLECTUAL PROPERTY

#### 4.1 Ownership and Licenses

Vendor and its licensors own all copyright, trademarks, designs, patents, circuit layout rights, trade, business or company names, domain names and related registration rights and all other intellectual property rights in all items and materials that Vendor provides to Carahsoft, and their copies and modifications, exclusive of Carahsoft intellectual property, ("**Vendor IP**"), including Vendor IP embodied in the Products and deliverables (including the Products themselves) delivered under the Services. Carahsoft agrees not to (i) copy, modify, reverse engineer (except to the extent prohibitions on reverse engineering are prohibited by law) or transfer any Vendor IP; (ii) register or attempt to register any competing intellectual property rights to the Vendor IP; or (iii) delete or tamper with any proprietary notices on or in the Vendor IP.

#### 4.2 Software License Grant

Carahsoft will pass through to Customers an End User License Agreement (EULA) in a form and having terms and conditions similar to those set forth in the attached Exhibit A to enable its Customers to use the Software and related documentation as embodied in the Products.

All sales to end users purchasing through the GSA schedule will be governed by the terms of the Seagate GSA approved End User License Agreement (EULA). For organizations buying through the GSA schedule, the following order of precedence will take place: 1. The General Service Acquisition Regulations (GSAR), 2. Federal Acquisition Regulations (FAR), 3. the GSA approved EULA

All sales to federal customers not purchasing through the GSA schedule will be governed by the Seagate EULA that is delivered to the customer as a click wrap agreement. For federal end users not purchasing through the GSA schedule, the Federal Acquisition Regulations (FAR) will take precedence over the EULA in the event of a conflict.

All sales to state and local customers not purchasing through the GSA schedule will be governed by the Seagate EULA that is delivered to the customer as a click wrap agreement. For state and local end users not purchasing through the GSA schedule, state or local law will take precedence over the EULA in the event of a conflict.

#### 4.3 Intellectual Property Claims

If a third party makes a claim against Carahsoft that any Vendor Product or Service infringes that party's patent rights or copyright ("**IP Claim**"), Vendor will provide Carahsoft with the following recourse:

- (a) Vendor will defend or settle the IP Claim at its option and cost, and pay to Carahsoft the amount of damages, losses and costs, finally awarded (or settled with Vendor's written consent), as well as attorney's fees, provided that Carahsoft (i) promptly notifies Vendor of the IP Claim (ii) allows Vendor to solely manage the defense and settlement of the IP Claim; and (iii) co-operates with and assists Vendor as Vendor requires (Vendor will pay Carahsoft's costs of doing so).
- (b) Vendor may, at its option and cost, do any of the following in relation to a Product which is or Vendor considers is likely to be the subject of an IP Claim: (i) secure the rights for Carahsoft and its customers to continue to use the Product without infringement or (ii) modify the Product so that it is not infringing or replace it with something that has substantially similar functionality to the Product. If neither option is reasonably possible, Vendor will provide Carahsoft with a pro-rata Refund over a period of \_\_ years.

The above exclusive remedies will not apply to any Product that Carahsoft has, or any person on Carahsoft's behalf has: (i) modified or combined with any third party product not authorized or approved by Vendor in writing (ii) used outside Vendor's stated standard operating environment for the Product or for a purpose not authorized by Vendor

(iii) failed to use a more recent version of the Product that was available to Carahsoft and would have avoided the infringement, or where the IP Claim arises due to any material or item that Carahsoft owns or has sourced from a third party itself.

## **5. INDEMNIFICATION**

Each Party agrees to defend, indemnify and hold the other harmless from and against any losses, damages, liabilities, judgments, settlements, costs and other expenses that it incurs as a result of any Claim made against it that is legally caused by: (a) Party's material breach of this Agreement; (b) any wrongful acts or omissions of a Party's employees or agents in the performance of this Agreement; (c) a Party's failure to comply with applicable laws, rules and regulations in any way related to this Agreement; and (d) any damage or injury including death to persons or real or tangible property related to performance of this Agreement. An indemnifying Party will assume the defense, at its sole expense, of any matter for which a Party has an indemnity obligation under this section. As a condition of indemnity under this Agreement, a Party seeking indemnification under this section shall promptly notify the indemnifying party and take no actions which prejudice the indemnifying party.

## **6. LIMITATIONS OF LIABILITY**

### **6.1 Limitations**

EXCEPT FOR EACH PARTY'S INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS IN THIS AGREEMENT, AND EXCEPT TO THE EXTENT OF BODILY INJURY OR DEATH, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR LOST PROFITS OR LOST BUSINESS, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR EACH PARTY'S INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS IN THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY'S LIABILITY EXCEED THE AMOUNT PAID OR PAYABLE TO VENDOR UNDER THIS AGREEMENT.

## **7. TERM AND TERMINATION**

### **7.1 Term**

The Agreement will start on the Effective Date and, unless terminated earlier under its terms, will continue for an initial term of 12 months. After that, the Agreement will automatically be renewed for successive 12 month term(s), unless either party notifies the other in writing at least sixty (60) days prior to the expiry of the then current term of its decision not to renew.

### **7.2 Termination**

Either party may terminate this Agreement without cause on sixty (60) days written notice to the other. In addition, either party may terminate this Agreement immediately by written notice if the other (i) breaches the confidentiality terms of this Agreement; (ii) commits a material breach of any other terms and does not remedy that breach within 30 days of written notice to do so (iii) becomes or threatens to become Insolvent. If the Agreement is terminated or expires, the authorizations and rights provided to Carahsoft under the Agreement will terminate and each party must comply with the other parties requests to either remove and destroy all confidential and proprietary information in its possession. Neither of Vendor nor Carahsoft is deemed to have waived any rights existing at the time of termination. Notwithstanding anything to the contrary herein, if Vendor terminates this Agreement pursuant to this Section, Vendor agrees to fulfill its obligations for all outstanding quotes, proposals, and Orders, the foregoing of which shall continue to be governed by the terms of this Agreement.

## **8. GENERAL**

### **8.1 Government Terms**

**Representations and Certifications.** Should Carahsoft require any Vendor's Representations and Certifications to support its U.S Government end user Customer requirements, Vendor agrees to provide the requested Representation and Certifications within twenty one (21) calendar days.

**FAR and DFAR Clauses.** The Reselling of Vendor Products and Services under this Agreement will involve agencies or entities of the U.S. Federal government as the end user Customers. As such, the purchase of Products and Services will be governed by certain Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulations (DFAR) clauses, as applicable. The terms specified in this section shall apply to all Carahsoft Orders, as applicable, based on the requirements from the U.S. Federal government end user Customer. To the extent there is a conflict, the terms of this Section 8 will take precedence and govern over this Agreement, including any terms referenced therein.

- (a) Federal Acquisition Regulations. Any Carahsoft Order under this Agreement is a subcontract for commercial items, as defined in Federal Acquisition Regulation (FAR) Subpart 2.1. Accordingly, FAR Subparts 12.5 and 44.4 and any related FAR clauses are effective, as applicable.
- (b) U.S. Government End Users. The software and documentation provided with Products and Services are "commercial items" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end-users acquire the software and documentation with only those rights set forth herein.
- (c) Other Regulatory Requirements. Carahsoft will include additional, transaction-specific requirements and terms and conditions, in each Order, as applicable. By accepting the applicable Order, Vendor is acknowledging its acceptance of any additional terms and conditions therein.

## **8.2 COMPLIANCE WITH ALL APPLICABLE LAWS; EXPORT CONTROL; U.S. GOVERNMENT RESTRICTED RIGHTS.**

Each party represents and warrants that it shall comply with all laws and regulations applicable to the purchase and use of the Products. Neither party shall export or re-export any Products purchased, or software licensed, under this Agreement into any country in violation of such controls or any other laws, rules or regulations of any country, state or jurisdiction. The Products, Software and Documentation are "commercial items" as defined in FAR part 52.202-1.

### **8.3 Public Announcements**

Neither party will make any public announcements regarding the Agreement without the other party's prior written consent as to nature, content and timing.

### **8.4 Dispute Resolution**

In the event of a dispute, the parties will use commercially reasonable efforts to get an appropriate executive from their respective organizations to meet and attempt to resolve the dispute in good faith. If the executives are unable to resolve the dispute within 30 days, the parties may agree to resort to alternate dispute resolution such as arbitration, mediation or otherwise, or they may respectively seek recourse from the courts. Neither party is prevented from seeking injunctive or other *ex parte* equitable relief at any time.

### **8.5 Miscellaneous**

(a) Unless it is agreed in writing that the laws of another jurisdiction will apply this Agreement will be governed by and construed in accordance with the laws of the state of New York both parties expressly consent to the jurisdiction and the venue in the appropriate courts in New York City, New York. To the extent allowed in the applicable jurisdiction, the United Nations Convention on Contracts for the International sale of goods and its implementing legislation will not apply to this Agreement.

(b) Neither party will be responsible for any failure to meet any obligations due to fire, flood, power outage, earthquake or other force majeure events beyond its control provided reasonable efforts have been made to perform them.

(c) Either Party must not, assign, or otherwise transfer any of the other Party's rights under this Agreement without prior notice to other Party. This Section notwithstanding either Party may, upon notice to the other Party, assign this Agreement in the event of a change of control, merger, consolidation, divestiture, re-organization or restructuring.

(d) Vendor may use subcontractors to perform any of its obligations, but Vendor will remain responsible for their performance.

(e) Notices made under the Agreement must be in writing to the appropriate representative of the receiver, as identified in the Agreement or otherwise to a senior executive. Notices will be deemed given: where they are hand delivered, when a duly authorized employee or representative of the recipient gives written acknowledgement of receipt; for email communication, at the time the communication enters into the information system of the recipient;

for posting, three days after dispatch with US Mail or signed Federal Express delivery, and for fax, on receipted transmission of the fax.

(f) Each party is an independent contractor and there is no actual or deemed partnership, franchise, joint venture, agency, employment or other fiduciary relationship between the parties.

(g) Rights and obligations under the Agreement, which by their nature should survive the termination or expiry, will remain in effect after termination.

(h) If either party fails to promptly exercise any contractual right, this does not of itself mean that the right has been waived. For a waiver of a right to be valid, it must be written and it will not give rise to an ongoing waiver or any expectation that the right will not be enforced, unless it is expressly stated to do so.

(i) This Agreement may not be modified except in writing signed by authorized representatives of both parties.

## 9. Pricing

Vendor reserves the right to provide master aggregator an additional discount (i.e. in the form of a quote for purposes of managing a deal registration program for Vendor resellers, for volume discounts, special pricing, etc.).

## 10. DEFINITIONS AND INTERPRETATION

**Addendum:** a document that the parties mutually agree to enter into in relation to a further transaction under this Agreement.

**Change in Control:** a direct competitor of either party directly or indirectly assumes management control of either party, or acquires a direct or indirect ownership interest of more than 50% of either parties issued and outstanding shares having full voting rights.

**Claim:** any claims, liabilities, actions, demands, costs and expenses, including reasonable attorneys' fees.

**Customer:** customers who purchase Products for their own internal use as an end user.

**Equipment:** hardware and spare parts where or if appropriate.

**Delivery:** Vendor's delivery of Product to the end Customer location

**Delivery Confirmation:** a written or electronic notification from Vendor to Carahsoft to confirm shipment and delivery of the ordered products.

**Insolvent:** the inability of a party to pay its debts as they fall due, the appointment of a receiver or administrator, liquidator or similar person to the party's affairs under the laws of any jurisdiction; the calling of a meeting of creditors or for any reason, ceasing to carry on business.

**Order:** a written or electronic order sent by Carahsoft for the purchase of Vendor Products and/or Services.

**Price List:** the Vendor standard product price lists made available to Carahsoft from time to time.

**Product(s):** any Equipment and/or Software provided by Vendor.

**Program(s):** the computer software programs, including machine-readable or machine-compressed instructions, data and related licensed materials (including documentation in whatever form) and all copies in whole or in part and any and all revisions and enhancements.

**Resell:** promote market, distribute, sell and/or, license.

**Refund:** **Should any of the Vendor software products not perform in accordance with the product documentation, Carahsoft will be entitled to a full refund of the price Carahsoft paid Vendor for the respective software product.**

**Services:** installation, maintenance and/or professional services as mutually agreed to by the parties.

**Software:** Operating Software and Programs.

**Tax:** a tax, duty, fee or impost including withholding tax, GST and VAT.

**Territory:** United States Government End Users, prime contractors thereof, System Integrators, and Educational Organizations.

**Third Party Products:** any Products supplied by Vendor that are not manufactured by Vendor and that are included in the Price List.

The Agreement including all documents attached or incorporated by reference, the quotes provided by Vendor, and the orders provided by Carahsoft comprise the entire Agreement relating to its subject matter. All other written communications, understandings, proposals, representations and warranties are by Agreement, excluded and are of no force or effect (to the extent permitted at law). If there is a conflict amongst the elements the Agreement, the following order of precedence will apply (in descending order): (i) This Agreement, and (ii) the Carahsoft order.

**EXECUTED AS AN Agreement**

IN WITNESS WHEREOF, the parties have executed this Agreement by its authorized officers as of the Effective Date.

<b>FOR Seagate Government Solutions:</b>  Signature: <i>Deborah Oliver</i>  Name: Deb Oliver  Title: President	<b>FOR CARAHSOFT TECHNOLOGY CORPORATION :</b>  Signature: <i>Craig P Abod</i>  Name: Craig P. Abod  Title: President
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# Signature Certificate

 Document Reference: 455H9JI9MKGVI6UXAPIE5R

**RightSignature**  
Easy Online Document Signing

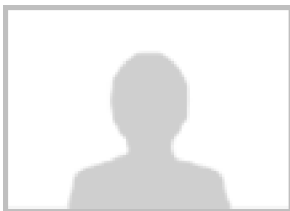


**Craig Abod**  
Party ID: 9PG3JVJBE24MX9NC5GRDDD  
IP Address: 71.246.232.207  
**VERIFIED EMAIL:** craig.abod@carahsoft.com

Electronic Signature:

Multi-Factor  
Digital Fingerprint Checksum

069c39eff76c77d7b1be2f74abed97580e092465



**Deborah Oliver**  
Party ID: ZBY9LXJXRLISURPCU3KHAX  
IP Address: 12.206.169.194  
**VERIFIED EMAIL:** doliver@seagategov.com

Electronic Signature:

Multi-Factor  
Digital Fingerprint Checksum

a37d40dea78b04525b22f7b7144931300ff1b650



## Timestamp

2016-08-17 20:36:23 -0700  
2016-08-17 20:36:23 -0700  
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2016-08-17 18:28:55 -0700  
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## Audit

All parties have signed document. Signed copies sent to: Bill Downer, Matt Rattigan, Lauren Elliot, Craig Abod, Deborah Oliver, and Bill Zwicky.  
Document signed by Deborah Oliver (doliver@seagategov.com) with drawn signature. - 12.206.169.194  
Document viewed by Deborah Oliver (doliver@seagategov.com). - 12.206.169.194  
Document signed by Craig Abod (craig.abod@carahsoft.com) with drawn signature. - 71.246.232.207  
Document viewed by Craig Abod (craig.abod@carahsoft.com). - 71.246.232.207  
Document created by Bill Zwicky (wez@seagategov.com). - 174.79.184.178



This signature page provides a record of the online activity executing this contract.