

## State Contract Reseller Agreement

Agreement # SCRA-ePlus-092018

This State Contract Reseller Agreement ("SCRA") is made between Carahsoft Technology Corp. with its offices at 1860 Michael Faraday Drive, Suite 100, Reston, VA 20190 (Carahsoft) and ePlus Technology, inc. (Reseller), with its offices located at 13595 Dulles Technology Drive, Herndon, VA 20171.

Under this SCRA, Carahsoft agrees to allow Reseller to place orders against their NASPO (National Association of State Procurement Officials Contract (NASPO ValuePoint) #AR2472) Participating Agreement for California, contract number 7-17-70-40-05 (the "State Contract"). Orders under this Reseller arrangement are subject to the terms and conditions of the aforementioned State Contract.

This SCRA applies only to Cylance products offered under the State Contract.

The Term of this SCRA shall be twelve (12) months from the date signed by both parties (the "Effective Date" of this SCRA and shall renew for subsequent twelve (12) month periods unless terminated by either party, or until the State Contract expires or is terminated. Either party may terminate this agreement, at will, at any time, with or without cause, by written notice given to the other not less than thirty (30) days prior to the effective date of such notice.

Both parties are performing this SCRA as independent contractors. Nothing in this SCRA shall be construed to create the relationship of principal and agent between Carahsoft and Reseller. Neither party shall act or attempt to act or represent itself directly or by implication, as a reseller of the other or in any manner assume or create any obligation on behalf of or in the name of the other.

**Non-solicitation.** Reseller agrees that during the existence of the Agreement and for a period of twelve (12) months thereafter, Reseller shall not solicit, entice away, endeavor to employ or employ any employee or other representative of Carahsoft who became known to Reseller in connection with the orders under this SCRA without Carahsoft giving its written consent thereto; provided, however, that the foregoing restriction shall not apply to solicitations directed at the public in general or persons retained as a result of such solicitation.

**Limitation of Liability** In no event shall a Party be liable for any indirect, special, incidental, consequential, punitive or exemplary damages of any nature, including, but not limited to, loss of or damage to data, loss of anticipated revenue or profits, work stoppage or impairment of other assets, and irrespective of fault or negligence, even if such Party shall have been advised of the possibility of such damages. A Party's total cumulative liability in connection with this agreement and the software for any claim of any kind, shall in no case exceed the amount paid by Reseller to Carahsoft for the order applicable to the products and demo software or event for which the liability arose.

**Product Delivery.** Unless stated otherwise in a quote or other exhibit from Carahsoft, delivery of Products shall be F.O.B. manufacturer point of shipment, upon transfer to a common carrier and Reseller shall assume all risk of loss or damage to Products while in transit. Reseller shall be responsible for all costs of shipping, transportation, freight, insurance, taxes and similar items. Absent shipping instructions to the contrary, Carahsoft shall select methods and routes for shipment, but shall not assume any liability in connection with shipment or constitute any carrier as its agent.

**Partial Shipments of Incomplete Orders.** Carahsoft shall, at Reseller's request, make partial shipments on account of Reseller's Orders, in which case payment therefor shall be made to correspond to the occurrence of actual shipment, and payment for such partial shipments shall be due and payable on exactly the same terms and conditions provided herein. Subsequent delays in shipment or delivery of any other installment shall not relieve Reseller of its obligation to accept delivery and remit payment for the remaining items in the Order(s).

Reseller will act as the Prime Contractor; perform all administrative, reporting, invoicing and program management activities required by the State Contract order(s). Reseller may name Carahsoft as a partner for opportunities. This SCRA will not obligate Carahsoft in any way other than for the purposes stated herein.

Carahsoft may terminate this SCRA immediately in the event that Reseller should fail to perform any obligation, duty or responsibility imposed under the State Contract or terms set forth in this SCRA, or if Reseller fails to satisfy the conditions of the preceding paragraph. In consideration of appointment as a Reseller under the State Contract, Reseller agrees to the following:

- a. Comply with the terms and conditions of the terms and conditions of the Master Agreement with NASPO and Carahsoft's California State Contract, receipt of which is hereby acknowledged:  
<http://www.naspo.valuepoint.org/#/contract-details/71/contractor/440>;
- b. Be subject to audit by the State, with respect to sales made under the State Contract as set forth in the California State Contract;
- c. The NASPO contract fee of .25% of will be calculated on Reseller's sale price to the end user, in addition to any other fees imposed by the State Contract. In order to provide proper pricing on each quote, Reseller will be required to supply the sale price to the customer for each line item on each opportunity under this agreement as part of the quoting process;
- d. Notify Carahsoft immediately of any contractual problems associated with any ordering entity that involves the State Contract;
- e. Reseller agrees to supply copies of end user orders to Carahsoft upon request;
- f. Reseller agrees to permit Carahsoft, upon thirty (30) days prior written notice, to conduct an annual review of its activities as they relate to this Agreement. The review shall focus on sales activities related to the Products. Information to be reviewed shall include, at a minimum, sales records, purchase orders, invoices, payment receipts, and related notes, emails or letters. Carahsoft may conduct an annual review of Reseller at its own expense and in a manner to ensure the minimum disturbance to Reseller's business as practicable. In the event a discrepancy in excess of 5% of reported sales is discovered during the course of the annual review, an additional review may be required. Reviews beyond the annual review shall be performed at Reseller's expense and may include reasonable professional fees for professional auditors, accountants or legal professionals.
- g. A Report of Sales shall be submitted to Carahsoft five (5) days following the completion of the monthly reporting period. \$0 sales reports are also required. Items sold through open market or non-contract vehicles to customers must be clearly identified as such on the report. The report shall be submitted containing the following information as shown in Att. A. Reports shall be submitted to: [ResellerReports@carahsoft.com](mailto:ResellerReports@carahsoft.com)

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| (1) The date of sale,                              | (6) The price at which it was sold, including discounts, |
| (2) The customer name to which the sale was made,  | (7) Your PO Number to us, and                            |
| (3) The customer's P.O Number,                     | (8) All other significant sales order data.              |
| (4) The product/model sold-part # and description, |  |
| (5) The quantity of each product/model sold,       |  |

Following receipt of approved monthly report, Carahsoft will compute the applicable contract fees and invoice Reseller for these fees. Reseller agrees to remit payment for the contract fees within thirty (30) days of receipt of invoice. This fee is subject to change upon notification from the State of California to Carahsoft. Carahsoft will notify the Reseller of the fee change which will take place immediately.

Reseller will pay for all goods and services ordered under this agreement within thirty (30) days after receipt of invoice.

Reseller is responsible for payment of any taxes arising on any sale made under this Reseller Agreement.

The Reseller hereby certifies that its participation in the performance of the State Contract will be in accordance with all applicable terms, conditions, and prices of the NASPO Master Agreement, the California State Contract, and this State Contract Reseller Agreement.

Each party will (a) not use the other party's Confidential Information, except as necessary for the performance of this Agreement, and (b) not disclose Confidential Information received from the other party to any third party, except to those of its employees and subcontractors that need to know such Confidential Information for the performance of this Agreement, provided that each such employee and subcontractor is subject to a written agreement that includes binding use and disclosure restrictions that are at least as protective as those set forth herein. Each party will protect

the other party's Confidential Information from unauthorized disclosure with at least the degree of care with which it protects its own Confidential Information of similar nature or importance, but in no case with less than a reasonable degree of care. Each party will notify the other party promptly of any breach of confidentiality with respect to the other party's Confidential Information.

"Confidential Information" means any non-public information received from a party, whether in written, electronic, verbal or other form, including but not limited to the Products, any documentation and information related to the Products, financing or personnel matter relating to either party, its present or future products, sales, suppliers, clients, resellers, employees, investors or business that is marked as "confidential" or "proprietary" that, if disclosed orally, is identified as "Confidential" at the time of disclosure, and is summarized in a writing sent by the disclosing party to the receiving party within thirty (30) days of any such disclosure; or that is reasonably recognizable as such by a person under similar circumstances as the parties. Confidential Information will not constitute information that is (a) already known to the receiving party at the time of disclosure without obligation of confidentiality; (b) independently developed by the receiving party without access to the Confidential Information of the disclosing party; (c) approved for the particular disclosure by the disclosing party beforehand and in writing; (d) is publicly known without breach of this Agreement; (e) lawfully received by the receiving party from a third party who had the right to make such disclosure without restriction on use or disclosure; or (f) required to be disclosed by order of a court or tribunal, but only if the receiving party promptly notifies the disclosing party in writing of such requirement, and cooperates with the other party to limit the scope of the disclosure or obtain a protective order.

The foregoing is the complete agreement between the parties. No modification will be effective unless signed by both parties.

If there are conflicts with any of the Terms and Conditions set forth in this Agreement and the terms and conditions set forth in Carahsoft's NASPO Contract #AR2472 or the State Contract, the terms and conditions in NASPO Contract #AR2472 and the State Contract take precedence.

<b>Carahsoft Technology Corp</b>	<b>Reseller</b>
Name: <b>Kristina Smith</b>	Name: <b><i>Kleyton L. Parkhurst</i></b> <b><i>Senior Vice President</i></b>
Title: <b>Contracts Manager</b>	Title: <b><i>&amp; Asst. Secretary</i></b>
Signature: <i>Kristina Smith</i>	Signature: 
Date: <b>09/20/18</b>	Date: <b>SEP 04 2018</b>

Attachment A

Monthly Report of Sales

<u>Reseller:</u>	
<u>Contact Name:</u>	
<u>Contact Tel, Email:</u>	
<u>Reporting Period:</u>	

<u>Date of Sale</u>	<u>Cust. Name/End User</u>	<u>Cust. PO # (if CC, first 4 #s)</u>	<u>Item #</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Ext. Price</u>	<u>PO # to Carahsoft</u>	<u>State or OM</u>	<u>Comments</u>

Attachment B

Company Information

<b>COMPANY INFORMATION</b>			
<b>(If already on file with Carahsoft, only fill POC info)</b>			
Company Name:			
Address:			
City, State & Zip:			
Main Phone #:	D&B #:	# of Employees:	
Business Type:			
Tax ID #:			
<b>Ownership:</b>	<input type="checkbox"/> Proprietorship	Date Business Established:	
<input type="checkbox"/> Partnership	<input type="checkbox"/> Corporation		
<b>CONTACT INFORMATION</b>			
	Name	Phone Number	Fax Number
Billing	Margarita Rosales	703-984-8067	703-984-8600
Sales	Carrie Verbeke	916-251-3914	916-251-3980
			E-mail Address
			mrosales@eplus.com
			cverbeke@eplus.com

# carahsoft

Contracts/Reports	Michele Graeff	610-495-1250	610-495-1208	mgraeff@eplus.com
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