

State Contract Reseller Agreement

Agreement # SCRA-TIG-051419

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) (National Association of State Procurement Officials Contract (NASPO ValuePoint) #AR2472) and PC Specialists Inc., DBA Technology Integration Group (TIG) (Reseller), with its offices located at 10240 Flanders Court, San Diego, CA 92121.

Under this SCRA, Carahsoft agrees to allow Reseller to place orders against their NASPO Participating Agreement for Florida, contract number 43230000-NASPO-16-ACS (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 Palo Alto Networks products.

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. 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. The parties agree that during the existence of the Agreement and for a period of twelve (12) months thereafter, neither party shall solicit, entice away, endeavor to employ or employ any employee or other representative of the other party in violation of this provision without giving its prior written consent thereto. The hiring by a party of an employee of the other party who responds to a general advertisement or solicitation for employment shall not be deemed a violation of this Agreement.

Limitation of Liability Carahsoft'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 products and demo software in the twelve (12) months prior to the claim or the total amounts paid or payable for the products and demo software giving rise to the claim, whichever is greater.

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 Cooperative 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 Florida State Contract, receipt of which is hereby acknowledged..
<http://www.naspovaluepoint.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 Florida 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

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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 Florida to Carahsoft. Carahsoft will notify the Reseller of the fee change which will take place immediately.

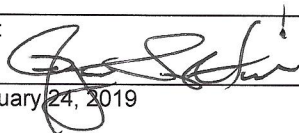
Reseller will pay for all goods and services ordered under this agreement within thirty (30) days after receipt of invoice.

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 Florida State Contract, and this State Contract Reseller Agreement.

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.

Carahsoft Technology Corp	Reseller
Name: Kristina Smith	Name: Regina Syktich
Title: Contracts Manager	Title: Controller
Signature: <i>Kristina Smith</i>	Signature: 
Date: 5-14-2019	Date: January 24, 2019

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

COMPANY INFORMATION (If already on file with Carahsoft, only fill POC info)				
Company Name:				
Address:				
City, State & Zip:				
Main Phone #:			D&B #:	
Business Type:			# of Employees:	
Tax ID #:				
Ownership: <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Corporation		Date Business Established:		
CONTACT INFORMATION				
	Name	Phone Number	Fax Number	E-mail Address
Billing				
Sales				
Contracts/Reports				

carahsoft

CARASOFT TECHNOLOGY CORP.
PHONE (703) 871-8500 | FAX (703) 871-8505
WWW.CARASOFT.COM