

BULK PURCHASE AGREEMENT, FY 2026 AI SOFTWARE

BP2026-0015

FOR

DIR CONTRACT DIR-CPO-5687

BETWEEN

**THE STATE OF TEXAS, ACTING BY AND THROUGH
TEXAS DEPARTMENT OF INFORMATION RESOURCES**

AND

CARAHSOFT TECHNOLOGY CORPORATION

1. Introduction

This Bulk Purchase Agreement (this "**Agreement**") is subject to DIR Contract DIR-CPO-5687 (the "DIR Contract") by and between Carahsoft Technology Corporation ("**Successful Respondent**") and the Texas Department of Information Resources ("**DIR**"). This Agreement identifies supplemental discounts on products Successful Respondent and its designated resellers offer under the DIR Contract.

1.1 Order of Precedence

The order of precedence shall be as follows:

1. The DIR Contract and all amendments and attachments thereto;
2. this Agreement and all attachments hereto; and
3. Purchase Orders (as defined in the DIR Contract) issued under this Agreement.

2. Background

The Texas Department of Information Resources (DIR) is pleased to announce the bulk purchase of Darwin AI software. By tapping into our existing contractual vehicles through our Cooperative Contracts program, DIR anticipates a much-shortened procurement process for Customers.

3. Pricing

Pricing and eligible products shall be as set forth in Exhibit A, Pricing, of this Agreement.

4. Agreement Term

Texas state agencies and other eligible Customers (as defined in the DIR Contract) may issue Purchase Orders for eligible products beginning on the date of the last signature below through October 31, 2026.

5. Requirements

5.1 Ordering

There is no minimum order quantity under this Agreement. Regardless of the number of items purchased, each Customer will pay the same discounted unit price for items listed on Exhibit A, Pricing.

Customers must include the DIR Contract number and the phrase "**DIR Bulk Purchase Initiative BP2026-0015**" on all Purchase Orders issued under this Agreement. Failure to do so may result in a purchase not being considered a Bulk Purchase and as such be subject to state competitive procurement laws. Customers will submit Purchase Orders directly to Successful Respondent, or the applicable reseller, and forward a copy of the Purchase Order to bulk.purchase@dir.texas.gov.

5.2 Reporting

Successful Respondent shall report all sales under this Agreement through the Vendor Sales Report (VSR) portal. Successful Respondent is required to insert "yes" in column AA on the sales report for all sales made through this Agreement.

6. Artificial Intelligence (AI) Requirements

6.1 Customer Data, defined

For purposes of this Section, "Customer Data" is defined as any data or information of or regarding a Customer that is provided to or obtained by Successful Respondent in connection with the negotiation and execution of the DIR Contract or the performance of Successful Respondent's obligations under the DIR Contract. For the avoidance of doubt, Customer Data includes information about Customers provided by DIR to Successful Respondent.

6.2 Authorized Use of Customer Data

Successful Respondent and its Third-Party Providers shall not use Customer Data for any purpose other than the fulfillment of the DIR Contract. Successful Respondent shall not use Customer Data in any manner for purposes of training artificial intelligence technologies unless Successful Respondent obtains Customer's prior written consent. Successful Respondent shall not sell, assign, lease, or encumber Customer Data.

6.3 Ethics and Governance

If Successful Respondent develops, deploys, or uses an AI system in the performance of this Agreement, Successful Respondent shall comply with all policies and standards adopted pursuant to applicable laws, including the Texas AI Code of Ethics established pursuant to Texas Government Code Section 2054.702 (SB 1964, 89th Leg., R.S.), and the minimum risk management and governance standards developed pursuant to Texas Government Code Section 2054.703 (SB 1964, 89th Leg., R.S.).

6.4 Legal Prohibitions

In the performance of this Agreement, Successful Respondent shall not develop, deploy or use AI in a manner prohibited by law, including, but not limited to, Texas Business & Commerce Code Chapter 552. For the avoidance of doubt, this includes any prohibitions related to the development, deployment, or use of AI by a governmental entity.

6.5 AI System Disclosure and Notices

Successful Respondent shall provide, or assist Customers in providing, any AI system disclosure or notice required by applicable law, including Texas Business & Commerce Code Section 552.051 and Texas Government Code Sections 2054.797 and 2054.711, for AI systems developed, deployed, used, or made available in the performance of this Agreement.

6.6 Heightened Scrutiny AI Systems

If Successful Respondent deploys or uses any heightened scrutiny AI system in the performance of this Agreement, Successful Respondent shall conduct, or assist Customer in conducting, an

impact assessment consistent with applicable law, including but not limited to Texas Government Code Section 2054.708.

7. DIR Contact Information

For general inquiries regarding the DIR's Bulk Purchase Initiative, or those related to this Agreement:

Email Clarissa.Cabrera@dir.texas.gov or call 512-475-4949

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This Agreement is executed to be effective as of the date of last signature.

Carahsoft Technology Corporation

Authorized By: Signature on File _____

Name: Robert Moore _____

Title: Vice President _____

Date: 8/12/26 | 10:38Am CDT _____

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

Authorized By: Signature on File _____

Name: Lisa Massock _____

Title: Chief Procurement Officer _____

Date: 8/12/26 | 12:43PM CDT _____

Office of General Counsel: Initials on File _____

Exhibit A - Pricing to Bulk Purchase Agreement BP2026-0015

Vendor Name	Vendor Contact Name	Vendor Contact Email	Vendor Contact Phone	DIR Contract Number	Product Classification	Product Description	DIR Bulk Purchase Agreement Discount % off MSRP
Carahsoft Technology Corporation	Mikaela Lammers	Mikaela.Lammers@Carahsoft.com	571-662-4510	DIR-CPO-5687	DG-CORE-T1	Darwin Govern Core Tier 1	12.00%
Carahsoft Technology Corporation	Mikaela Lammers	Mikaela.Lammers@Carahsoft.com	571-662-4510	DIR-CPO-5687	DG-CORE-T2	Darwin Govern Core Tier 2	12.00%
Carahsoft Technology Corporation	Mikaela Lammers	Mikaela.Lammers@Carahsoft.com	571-662-4510	DIR-CPO-5687	DG-CORE-T3	Darwin Govern Core Tier 3	12.00%
Carahsoft Technology Corporation	Mikaela Lammers	Mikaela.Lammers@Carahsoft.com	571-662-4510	DIR-CPO-5687	DG-CORE-T4	Darwin Govern Core Tier 4	12.00%
Carahsoft Technology Corporation	Mikaela Lammers	Mikaela.Lammers@Carahsoft.com	571-662-4510	DIR-CPO-5687	DG-CORE-T5	Darwin Govern Core Tier 5	12.00%
Carahsoft Technology Corporation	Mikaela Lammers	Mikaela.Lammers@Carahsoft.com	571-662-4510	DIR-CPO-5687	DG-CORE-T6	Darwin Govern Core Tier 6	12.00%
Carahsoft Technology Corporation	Mikaela Lammers	Mikaela.Lammers@Carahsoft.com	571-662-4510	DIR-CPO-5687	DG-ENT-BASE	Darwin Govern Enterprise Base	12.00%
Carahsoft Technology Corporation	Mikaela Lammers	Mikaela.Lammers@Carahsoft.com	571-662-4510	DIR-CPO-5687	DG-ENT-T1	Darwin Govern Enterprise Tier 1	12.00%
Carahsoft Technology Corporation	Mikaela Lammers	Mikaela.Lammers@Carahsoft.com	571-662-4510	DIR-CPO-5687	DG-ENT-T2	Darwin Govern Enterprise Tier 2	12.00%
Carahsoft Technology Corporation	Mikaela Lammers	Mikaela.Lammers@Carahsoft.com	571-662-4510	DIR-CPO-5687	DG-ENT-T3	Darwin Govern Enterprise Tier 3	12.00%
Carahsoft Technology Corporation	Mikaela Lammers	Mikaela.Lammers@Carahsoft.com	571-662-4510	DIR-CPO-5687	DG-ENT-T4	Darwin Govern Enterprise Tier 4	12.00%
Carahsoft Technology Corporation	Mikaela Lammers	Mikaela.Lammers@Carahsoft.com	571-662-4510	DIR-CPO-5687	DG-ENT-T5	Darwin Govern Enterprise Tier 5	12.00%
Carahsoft Technology Corporation	Mikaela Lammers	Mikaela.Lammers@Carahsoft.com	571-662-4510	DIR-CPO-5687	DG-ENT-T6	Darwin Govern Enterprise Tier 6	12.00%
Carahsoft Technology Corporation	Mikaela Lammers	Mikaela.Lammers@Carahsoft.com	571-662-4510	DIR-CPO-5687	DG-ENT-T7	Darwin Govern Enterprise Tier 7	12.00%
Carahsoft Technology Corporation	Mikaela Lammers	Mikaela.Lammers@Carahsoft.com	571-662-4510	DIR-CPO-5687	DG-ENT-T8	Darwin Govern Enterprise Tier 8	12.00%
Carahsoft Technology Corporation	Mikaela Lammers	Mikaela.Lammers@Carahsoft.com	571-662-4510	DIR-CPO-5687	DG-ENT-T9	Darwin Govern Enterprise Tier 9	12.00%
Carahsoft Technology Corporation	Mikaela Lammers	Mikaela.Lammers@Carahsoft.com	571-662-4510	DIR-CPO-5687	DG-ENT-T10	Darwin Govern Enterprise Tier 10	12.00%
Carahsoft Technology Corporation	Mikaela Lammers	Mikaela.Lammers@Carahsoft.com	571-662-4510	DIR-CPO-5687	DL-SINGLE-SM	Darwin LaunchPad - Single Custom Workflow - Small	12.00%
Carahsoft Technology Corporation	Mikaela Lammers	Mikaela.Lammers@Carahsoft.com	571-662-4510	DIR-CPO-5687	DL-SINGLE-MD	Darwin LaunchPad - Single Custom Workflow - Medium	12.00%
Carahsoft Technology Corporation	Mikaela Lammers	Mikaela.Lammers@Carahsoft.com	571-662-4510	DIR-CPO-5687	DL-SINGLE-LG	Darwin LaunchPad - Single Custom Workflow - Large	12.00%
Carahsoft Technology Corporation	Mikaela Lammers	Mikaela.Lammers@Carahsoft.com	571-662-4510	DIR-CPO-5687	DL-BUNDLE3-SM	Darwin LaunchPad - Bundle of 3 Custom Workflows - Small	12.00%
Carahsoft Technology Corporation	Mikaela Lammers	Mikaela.Lammers@Carahsoft.com	571-662-4510	DIR-CPO-5687	DL-BUNDLE3-MD	Darwin LaunchPad - Bundle of 3 Custom Workflows - Medium	12.00%
Carahsoft Technology Corporation	Mikaela Lammers	Mikaela.Lammers@Carahsoft.com	571-662-4510	DIR-CPO-5687	DL-BUNDLE3-LG	Darwin LaunchPad - Bundle of 3 Custom Workflows - Large	12.00%
Carahsoft Technology Corporation	Mikaela Lammers	Mikaela.Lammers@Carahsoft.com	571-662-4510	DIR-CPO-5687	TXDIR-CUSTOMBUNDLE	Island - MBR, AI 360, AI Protect, DLP 360, BYO-LLM, Enterprise Chat	77.78%
Carahsoft Technology Corporation	Joey Hedgpeth	deleteme@carahsoft.com	703- 581-6788	DIR-CPO-5687	DM-04G	DeleteMe Gold License	40.00%
Carahsoft Technology Corporation	Joey Hedgpeth	deleteme@carahsoft.com	703-581-6788	DIR-CPO-5687	DM-03D	DeleteMe Diamond License	40.00%

Carahsoft Technology Corporation	Joey Hedgpeth	deleteme@carahsoft.com	703-581-6788	DIR-CPO-5687	DM-02P	DeleteMe Platinum License	40.00%
Carahsoft Technology Corporation	Joey Hedgpeth	deleteme@carahsoft.com	703-581-6788	DIR-CPO-5687	DM-01V	DeleteMe VIP License	40.00%
Carahsoft Technology Corporation	Joey Hedgpeth	deleteme@carahsoft.com	703-581-6788	DIR-CPO-5687	DM-PLTFM	DeleteMe Platform Fee (15% of TCV)	TBC*

*To Be Calculated