

## **AGREEMENT**

This Agreement, executed this 2nd day of May 2014, is by and between the Rector and Visitors of the University of Virginia (the “University”) and Carahsoft Technology Corporation (“Carahsoft”).

## **TERM**

The initial term of this Agreement will commence on the execution date and will be in effect as long as contract number GS-35F-0119Y referenced below is in effect. Either party may terminate this Agreement at any time by giving forty-five (45) days written notice.

## **WITNESS**

The University, as allowed by the Code of Virginia and the Management Agreement between the Commonwealth of Virginia and the University, is accessing the agreement between Carahsoft and General Services Administration (contract number #GS-35F-0119Y) as the basis for entering into this Agreement. The University and Carahsoft, having negotiated the specific terms and conditions required by the University, hereby agree as follows:

### **I. Contents**

These documents are hereby incorporated into this Agreement:

- A. Agreement Attachment 1, Contractual Provisions
- B. Agreement Attachment 2, Products / Services / Discounts
- C. Purchasing Manual for Institutions of Higher Education and Their Vendors (Reference Attachment 1, Contractual Provision W)
- D. Carahsoft and General Services Administration agreement, # GS-35F-0119Y (Incorporated by reference)

To the extent that the terms of the various Agreement documents are in conflict, the order of precedence shall be as listed above, with the terms of this Agreement and Agreement Attachment 1 prevailing over all other Agreement documentation.

## II. Specific Provisions

### A. Goods and Services / Discounts

Carahsoft will provide, warrant, and offer maintenance services on all of its products, as applicable. The products and services, and the associated minimum discount offered by Carahsoft, are shown in Attachment 2.

The University will pay the lower of Carahsoft's list prices minus the applicable discounts indicated above or an Announced Promotion Price, Education Discount Price, General Price Reduction price, Trade-In price, Standard Configuration price or Per Transaction Multiple Unit discount.

Carahsoft may change the price of any product or service at any time, based upon documented baseline price changes, but the guaranteed minimum price discount levels will remain unchanged during this Agreement unless approved by the University beforehand.

### B. Product Additions

Carahsoft may, during the life of this Agreement, offer additional products, services or product lines. The University will consider these additions as enhancements. The pricing for these products will incorporate, to the extent possible, comparable price discount levels approved by the University for similar products and services. In the event Carahsoft adds a new specialty product line which represents product(s) that are substantially different from products or brands currently represented in this Agreement, the University and Carahsoft may enter into negotiations to add the product(s) into the Agreement.

### C. Resellers/Subcontractors

Delivery and installation, support, warranty, and maintenance may be provided by Carahsoft using Resellers/Subcontractors. The University's use of such services from the Resellers/Subcontractors listed below shall not void any Carahsoft-

provided warrantee, make any product furnished under this Agreement ineligible for maintenance services, nor relieve Carahsoft of any contractual obligation under this Agreement. The Resellers/Subcontractors authorized to resell Carahsoft products and services under this Agreement can be found at [www.carahsoft.com/PACPartners](http://www.carahsoft.com/PACPartners).

D. Warranty

1. Carahsoft agrees to provide manufacturer warranties where the manufacturer will assume legal responsibility for each of their respective branded products that it licenses, or sells, to the University under this Agreement. Taking legal responsibility means the manufacturer, through Carahsoft, must provide warranty and maintenance call numbers, accept, process, and respond to those calls, and be legally liable for and pay for those warranty and maintenance (under warranty) activities. Carahsoft acknowledges that the Uniform Commercial Code applies to this Agreement. In general, for any hardware sold, the manufacturer, through Carahsoft, will warrant all hardware for a period of three years from the date of hardware delivery and that:
  - a. The hardware materially conforms to the specific technical information about the manufacturer's products which is published in the manufacturer's product manuals or data sheets as of the date of delivery.
  - b. The product is in the legal possession of the University, as defined in Section F, Shipment and Risk of Loss, before any warranty period begins.
  - c. The warranties will be limited in duration to the time period(s) provided at [www.carahsoft.com/PAC](http://www.carahsoft.com/PAC). The warranties will not apply to use of a product other than as anticipated and intended by the manufacturer, to a problem arising after changes or

modifications to the products or operating system by any party other than the manufacturer (unless expressly authorized in writing by the manufacturer), or the use of a product in conjunction or combination with other products or software not authorized by the manufacturer.

2. Carahsoft may modify the warranties from time to time with the prior approval of the University Contract Administrator.

E. Substitutions

Substitutions will only be allowed with the University's prior approval. If ordered products no longer become available or are placed on back-order, the University will have the option to purchase another product or cancel the order without penalty prior to shipment.

F. Shipping & Freight

All Products shipped/delivered by Carahsoft will be shipped via Carahsoft's choice of carrier. Carahsoft will deliver to all receiving docks and inside delivery locations as designated by the University. For standard deliveries, freight cost will be paid by Carahsoft. For expedited shipping or special handling requests by the University, freight will be prepaid and billed to the University. All orders will be FOB Destination, cheapest shipping option. For the purpose of this Agreement, FOB Destination means that the title is held by Carahsoft until the merchandise is delivered to the University. Carahsoft is responsible for damages and losses and filling of claims up to the time of delivery.

G. Returns

The University shall determine whether all products meet each manufacturer's published specifications. The University will make every effort to notify Carahsoft within 30 days following delivery of non-acceptance of a product. All products shall be deemed accepted by the university at 30 days following delivery should the University not notify Carahsoft within that time period of either acceptance or non-acceptance of said products. Carahsoft will assume all restocking/freight costs associated with products judged to be unacceptable and are consequently rejected by the University. Carahsoft will be responsible for the dispositions of all defective, damaged, rejected or over-shipped Goods (with the understanding that the University may choose to accept, in its sole discretion, over-shipped Goods). The University will endeavor to include original packing materials for all returns, and Carahsoft will provide a Return Merchandise Authorization (RMA) number. Carahsoft will provide any needed return authorization information no later than seven business days after the Carahsoft confirms that the product does not meet Carahsoft's published specifications.

H. Contract Administrator

The individual named below will serve as the University's Contract Administrator under this Agreement:

Michael Warlick, Senior Buyer  
Procurement & Supplier Diversity Services  
University of Virginia, Carruthers Hall, 1001 N. Emmet Street  
Charlottesville, Virginia 22904-4202  
Phone: 434-924-8918; Email: warlick@virginia.edu

Individual University departments who place orders to Carahsoft will be the first contact for issues/problems surrounding an order. The departments cannot approve amendments or price changes to this Agreement.

Carahsoft will not make any commitments or comments, or take actions on behalf of the University, without the explicit direction of the Contract Administrator. The University reserves the right to change its Contract Administrator upon notice to Carahsoft.

This Agreement represents the entire agreement between Carahsoft and the University relating to the subject matter hereof and supersedes any previous agreements.

#### ACCEPTANCE

For the Rector and Visitors  
of the University of Virginia



A handwritten signature of Eric N. Denby in black ink.

Eric N. Denby 5  
2014.05.02  
13:15:22 -04'00'

Eric N. Denby, Director  
Procurement & Supplier Diversity Services

5-2-2014

Date

For Carahsoft Technology Corp

A handwritten signature of Robert Moore in black ink.

Robert Moore  
Vice President

5/2/2014

Date

Agreement #: UVA1482501

## **Attachment 1**

### **Contractual Provisions**

A. Nondiscrimination

During the performance of this Agreement, Carahsoft will comply with the contract provisions contained in Section 2.2-4311(1) and (2) of the Code of Virginia or any successor provisions which may be applicable to this Agreement. Also, in accordance with Section 2.2-4343.1, the University does not discriminate against faith-based organizations.

B. Conflict of Interests

Carahsoft represents to the University that its entering into this Agreement with the University and its performance through its agents, officers and employees does not and will not involve, contribute to nor create a conflict of interest prohibited by the Virginia State and Local Government Conflict of Interests Act (Va. Code 2.2-3100 *et seq.*), the Virginia Ethics In Public Contracting Act (Va. Code 2.2-4367 *et seq.*), the Virginia Governmental Frauds Act (Va. Code 18.2-498.1 *et seq.*) or any other applicable law or regulation.

C. Assignment

Neither party to this Agreement will have the right to assign this Agreement in whole or in part without the prior written consent of the other.

D. Amendments

No amendment of this Agreement will be effective unless it is reduced to writing and executed by the University's Director of Procurement Services and by the individual signing Carahsoft's proposal or by other individuals named by either party as specified in Section E, Notices below. If Carahsoft deviates from the terms of this Agreement without a written amendment, it does so at its own risk.

E. Notices

Any notice required or permitted to be given under this Agreement will be in writing and will be deemed duly given: (1) if delivered personally, when received; (2) if sent by recognized overnight courier service, on the date of the receipt provided by such courier service; (3) if sent by registered mail, postage prepaid, return receipt requested, on the date shown on the signed receipt; or (4) if sent by facsimile, when received (as verified by sender's machine) if delivered no later than 4:00 p.m. (receiver's time) on a business day or on the next business day if delivered (as verified by sender's machine) after 4:00 p.m. (receiver's time) on a business day or on a non-business day. All such notices will be addressed to a party at such party's address or facsimile number as shown below.

If to the University:

Eric N. Denby  
Director of Procurement Services  
University of Virginia

Carruthers Hall  
1001 North Emmet Street  
P.O. Box 400202  
Charlottesville, Virginia 22904-4202  
Fax: (434) 924-6154

If to the Carahsoft:  
Legal Department  
Carahsoft Technology Corp.  
12369 Sunrise Valley Drive  
Suite D2  
Reston, VA 20191

F. Independent Contractors

Carahsoft is not an employee of the University, but is engaged as an independent contractor. Carahsoft will indemnify and hold harmless the Commonwealth of Virginia, the University, and its employees and agents, with respect to all withholding, Social Security, unemployment compensation and all other taxes – other than sales taxes owed by the University -- relating to Carahsoft's performance of this Agreement. Nothing in this Agreement will be construed as authority for Carahsoft to make commitments which will bind the University, or to otherwise act on behalf of the University, except as the University may expressly authorize in writing.

G. Workers' Compensation and Employers' Liability

Carahsoft will (i) maintain Employers Liability coverage of at least \$100,000 and (ii) comply with all federal or state laws and regulations pertaining to Workers' Compensation Requirements for insured or self-insured programs.

H. Drug-Free Workplace

Carahsoft, its agents and employees are prohibited, under the terms of this Agreement, Code of Virginia Section 2.2-4312, and the Commonwealth of Virginia, Department of Human Relations Management Policy Number 1.05, from manufacturing, distributing, dispensing, possessing, or using any unlawful or unauthorized drugs or alcohol while on University property.

During the performance of this Agreement, Carahsoft agrees to 1) provide a drug-free workplace for Carahsoft's employees; 2) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Carahsoft's workplace and specifying the actions that will be taken against employees for violations of such prohibition; 3) state in all solicitations or advertisements for employees placed by or on behalf of Carahsoft that it maintains a drug-free workplace; and 4) include the provisions of the foregoing clauses in

every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific agreement awarded to a Carahsoft, the employees of whom are prohibited from engaging in the unlawful manufacturing, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of this Agreement.

I. eVA Registration

Carahsoft agrees that it is a registered eVA vendor and subject to an eVA transaction fee, for which Carahsoft will be invoiced by Commonwealth of Virginia, Department of General Services. All Resellers/Subcontractors authorized to provide products and services under this Agreement will be required to register with eVA. Additional information is available at [www.eva.virginia.gov](http://www.eva.virginia.gov)

J. Contractor License Requirements

State statutes and regulatory agencies require that some firms be properly registered and licensed, or hold a permit, prior to performing specific types of services. If firms provide removal, repair, improvement, renovation or construction-type services they, or a qualified individual employed by the firm, must possess and maintain an appropriate State of Virginia Class A, B, or C License (as required by applicable regulations and value of services to be performed) for the duration of this Agreement. It is the firm's responsibility to comply with the rules and regulations issued by the appropriate State regulatory agencies. If the firm will be providing these types of services, a copy of the license must be furnished to the University.

K. Goods and Services

During the term of this Agreement, Carahsoft will provide for the University the goods and services offered to the University in its proposal and/or any addenda to its proposal which has been approved in writing by the University and as may be further specified by the University in writing when it selected the firm.

L. Unauthorized Alien Use

The Carahsoft(s) warrants that it does not knowingly employ an "unauthorized alien," as such term is defined in the federal Immigration Reform and Control Act of 1986. The Carahsoft(s) furthermore agrees that, during the term of this Agreement, it will not knowingly employ an unauthorized alien.

M. Waiver

No waiver of any right hereunder will be deemed a continuing waiver, and no failure on the part of either party to exercise wholly or in part any right hereunder will prevent a later exercise of such or any other right.

N. Indemnification

Carahsoft will indemnify and hold harmless the Commonwealth of Virginia, the Rector and Visitors of the University of Virginia, and their agents, employees and officials (hereinafter “Customer”) from any and all costs, damage or loss, claims, liability, damages, expenses (including, without limitation, attorneys' fees and expenses) caused by or arising out of the performance or non performance of this Agreement by Carahsoft or its agents or subcontractors, including the provision of any services or products. In no event will Carahsoft or its suppliers or subcontractors be liable to Customer for special, incidental, indirect or consequential damages (including downtime costs, loss or corruption of data, lost revenue or lost profits), regardless of whether such damages are based on contract, tort, warranty or any other legal theory. This exclusion is independent of any remedy set forth in this Agreement.

To the extent that limitation of liability is permitted by law, Carahsoft’s liability to Customer is limited to US\$ 1,000,000. This limitation is cumulative and not per incident.

The limitations set forth in this Section will not apply to damages for bodily injury or death, or to the Patent, Copyright, Trademark and Trade Secret Indemnification.

O. Governing Law

This Agreement will be governed in all respects by the laws of the Commonwealth of Virginia.

P. Termination

If Carahsoft fails to provide quality goods or services in a professional manner, solely as determined by the University, and, upon receipt of notice from the University, does not correct the deficiency, to the University's satisfaction within a reasonable period of time, not to exceed five calendar days unless otherwise agreed to by both parties in writing, the University reserves the right to terminate this Agreement upon written notice to Carahsoft.

In the event this Agreement expires or is terminated for any reason, a Purchasing Entity shall pay the Contractor all amounts due for Products and services ordered and accepted prior to the effective termination date or ordered before the effective termination date and ultimately accepted.

Q. Non-Appropriation

Funding for any Agreement between the University and Carahsoft is dependent at all times upon the appropriation of funds by the Virginia General Assembly and/or any other organization of the Commonwealth authorized to appropriate such funds. In the event that funding to support this Agreement is not appropriated, whether in whole or in part, then this Agreement may be terminated by the University effective the last day for which appropriated funding is available.

R. Right of Audit

Carahsoft shall maintain complete records of purchases and amounts billable to and payments made by the Purchasing Agency hereunder to Carahsoft directly in accordance with generally accepted accounting principles and practices for audit purposes only. Carahsoft shall retain such records for at least a period of 3 years from the date of termination of this Agreement, or longer if required by laws of the Commonwealth of Virginia. The Purchasing Agency will give Carahsoft 30 days advance written notice, to perform an audit of Carahsoft's records, identified above, as it pertains only to the Purchasing Agency. The Purchasing Agency's audits are limited to once per year, and such audit will be conducted during Carahsoft's normal business hours and shall not duly interrupt or interfere with Carahsoft's normal business operations, and provided further that in the event that such an audit is conducted by a third party, such third party shall, prior to conducting such an audit, execute a confidentiality agreement of the benefit of Carahsoft in a form reasonably satisfactory to Carahsoft.

S. Contractual Claims / Dispute Resolution

The Virginia Acts of Assembly of 2007, Chapter 943, Chapter 3, Exhibit P and its attachments requires Carahsoft with the University to submit any claims, whether for money or other relief, in writing no later than 60 days after final payment; however, written notice of Carahsoft's intention to file such a claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. The University's procedure for deciding such contractual claims can be found at:

<http://www.procurement.virginia.edu/main/publicpostings/rfp/resolution.pdf>

T. Insurance

Listed below is the insurance Carahsoft must maintain as part of this Agreement. In no event will Carahsoft construe these minimum required limits to be its limit of liability to the University.

*Comprehensive Commercial General Liability:*

Carahsoft and any Subcontractor will maintain a minimum combined single Limit of Liability for bodily injury and property damage of \$750,000 per occurrence, with coverage for: premises/operations and products/completed operations.

*Automobile Insurance:*

Carahsoft and any Subcontractor will provide a minimum combined single Limit of Liability for bodily injury and property damage of \$750,000 per accident on all owned, hired, and non-owned vehicles operated by its employees.

U. Cooperative Purchasing / Use of Agreement by Third Parties

It is the intent of this Agreement to allow for cooperative procurement. Accordingly, any public body (to include government/state agencies, political subdivisions, etc.), cooperative purchasing organizations, public or private health or educational institution, or any University related foundation may access the Agreement if authorized by Carahsoft.

Participation in this cooperative procurement is strictly voluntary. If authorized by Carahsoft, the Agreement may be extended to the entities indicated above to purchase goods and services in accordance with the Agreement. As a separate contractual relationship, the participating entity will place its own orders with Carahsoft and will fully and independently administer its use of the Agreement to include contractual disputes, invoicing and payments without direct administration from the University. No modification of the Agreement or execution of a separate agreement is required to participate; however, the participating entity and Carahsoft may modify the terms and conditions of the Agreement to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modification will apply solely between the participating entity and Carahsoft.

Carahsoft will notify the University in writing of any such entities accessing the Agreement. Carahsoft will provide semi-annual usage reports for all entities accessing the Agreement. The University will not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by Carahsoft to extend the Agreement. It is understood and agreed that the University is not responsible for the acts or omissions of any entity, and will not be considered in default of the Agreement no matter the circumstances.

V. The University's Authorized Representatives

The only persons who are or will be authorized to speak or act for the University in any way with respect to this Agreement are those whose positions or names have been specifically designated in writing to Carahsoft by the University's Director of Procurement Services.

W. Purchasing Manual

This Agreement is subject to the provisions of the Commonwealth of Virginia "Purchasing Manual for Institutions of Higher Education and Their Vendors" which is available on Procurement Service's web site at: <https://vascupp.org/hem.pdf>. Revisions to the manual which materially impact Carahsoft's performance under this contract will be brought to the attention of Carahsoft by the University and Carahsoft shall have the option of accepting the revised terms or, if the parties are unable to reach a mutual agreement on inclusion of such future revisions, this agreement shall be terminated in accordance with the termination provisions set forth in the Agreement.

X. Small, Disadvantaged, Women-owned and Minority (SWAM) Business Reporting

Carahsoft will identify and fairly consider SWAM firms for subcontracting opportunities when qualified SWAM firms are available to perform a given task in performing for the University under the resulting Agreement. Carahsoft will submit a quarterly SWAM business report to the University by the 8th of the month following each calendar quarter, specifically the months of April, July, October, and January. Carahsoft will submit the quarterly SWAM business reports to:

Lorie Strother  
SWAM Contract Administrator  
Procurement and Supplier Diversity Services  
E-mail: [ljs8n@virginia.edu](mailto:ljs8n@virginia.edu)

The quarterly SWAM business reports will contain this information:

- SWAM firm's name, address and phone number with which the Carahsoft(s) has contracted over the specified quarterly period.
- Contact person at the SWAM firm who has knowledge of the specified information.
- Type of goods and/or services provided over the specified period of time.
- Total amount paid to the SWAM firm as it relates to the University's account.

Carahsoft's failure to provide SWAM reports on a quarterly basis which contain the information required by this section may be grounds for debarment pursuant to Section 9. G. 4 of the "Purchasing Manual for Institutions of Higher Education and their Vendors."

Y. Intellectual Property Rights/Disclosure

The Software, Documentation and all intellectual property rights contained therein (collectively, the "Carahsoft Materials"), are and shall remain the exclusive property of Carahsoft or its licensors. All rights in and to the Carahsoft Materials not expressly granted to Customer in this Agreement are reserved by Carahsoft. No title to the Software transfers to Customer under this Agreement. The Software and Documentation is protected by intellectual property laws and treaties worldwide, and contains trade secrets, in which Carahsoft and its licensors reserve and retain all rights not expressly granted to Customer. No right, title or interest to any trademark, service mark, logo or trade name, of Carahsoft or its licensors is granted to Customer.

Z. Marketing

The University encourages Carahsoft to appropriately and specifically market itself to applicable end-using University departments that may be interested in Carahsoft's Goods and Services. However, Carahsoft will not use non-specific mass marketing formats; such as, but not limited to, spam, emails and junk mail. In the event that Carahsoft engages in non-specific mass marketing formats, the University, in its sole discretion, may choose to terminate this Agreement.

AA. Information Technology Access

All electronic and information technology procured through this Agreement must meet the applicable accessibility standards of Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) as amended and is viewable at <http://www.section508.gov>.

Additionally, in accordance with § 2.2-3504 of the Code of Virginia, the following will apply to all information technology Agreements:

NON-VISUAL ACCESS TO TECHNOLOGY: All information technology (the "Technology") which is purchased or upgraded by the University will comply with the

following non-visual access standards from the date of purchase or upgrade until the expiration of this Agreement:

- Effective, interactive control and use of the Technology will be readily achievable by non-visual means;
- Technology equipped for non-visual access will be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
- Non-visual access technology will be integrated into any networks used to share communications among employees, program participants or the public; and
- Technology for non-visual access will have the capability of providing equivalent access by non-visual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing non-visual access standards will not be required if the Director of Procurement and Supplier Diversity Services, University of Virginia determines that 1) the Technology is not available with non-visual access because the essential elements of the Technology are visual and 2) non-visual equivalence is not available.

Installation of hardware, software, or peripheral devices used for non-visual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information will permit the installation and effective use of non-visual access software and peripheral devices.

If requested, this Agreement must provide a detailed explanation of how compliance with the foregoing non-visual access standards is achieved and a validation of concept demonstration.

**BB. Invoice Accuracy and Timeliness**

It is the responsibility of Carahsoft to ensure the accuracy, completeness, correct format, and timely submission of all invoices. Carahsoft may not interrupt service to the University due to payment delays caused by Carahsoft's invoice errors. In addition, invoices are to be submitted on a timely basis ("timely" to be defined as no later than 60 days from the point at which the Goods and Services were delivered to the University). The University, in its sole discretion, may choose to reject any late invoices not submitted in this timely fashion.

CC. Ordering Procedures

The University does not place verbal orders for the Goods and Services. The University may only place orders for the Goods and Services by issuing a formal written Purchase Order in advance of Carahsoft's provision of the Goods and Services. Accordingly, at the University's request, Carahsoft's Reseller/Subcontractor will issue a proposal/quotation listing the Goods and Services desired by the University and the corresponding fees and/or fee estimates. After any necessary discussions and/or revisions, the University will issue a corresponding Purchase Order for a specified fee amount. This specified fee amount cannot be exceeded by Carahsoft's Reseller/Subcontractor unless a new formal written Purchase Order or Purchase Order revision is issued by the University authorizing a specific additional fee amount. Under no circumstances does the University authorize Carahsoft's Reseller/Subcontractor to provide the Goods and Services before receipt of a formal written Purchase Order corresponding to its proposal/quotation. If Carahsoft's Reseller/Subcontractor provides Goods and Services prior to receipt of a formal written Purchase Order, or incurs costs in excess of authorized purchase order fee amounts, it does so at its own risk.

DD. Other Goods and Services

The University reserves the right to purchase additional goods and/or services that may be required by the University, under the same terms and conditions of this Agreement, which may include, but not limited to those described within. Such additional goods and services may include other products, components, accessories, subsystems or related services.

EE. Compliance

Carahsoft will comply with all applicable laws and industry standards in performing services under this Agreement. Any Carahsoft personnel visiting the University's facilities will comply with all applicable University policies regarding access to, use of, and conduct within such facilities. The University will provide copies of such policies to Carahsoft upon request.

FF. Agreement Signature

This Agreement is the entire agreement between the University (including University employees and other End Users) and Carahsoft. In the event that Carahsoft enters into terms of use agreements or other agreements or understandings, whether electronic, click-through, verbal or in writing, with University employees or other End Users, such agreements shall be null, void and without effect, and the terms of this Agreement shall apply, with the exception of the provisions of a written Statement of Work signed by both parties for professional services ordered under this Agreement.

**Attachment 2**  
**Products / Services / Discounts**

PRODUCT / SERVICE CATEGORY	MINIMUM DISCOUNT OFF OF LIST
<b>ServiceNow</b>	
Product	25% - 40%
Training	2%
Services	2%
<ol style="list-style-type: none"> <li>1. The ServiceNow program is a volume purchasing program that consists of four tiers of discount levels.</li> <li>2. All combined purchases of all institutions using the contract count towards the tier discount level.</li> <li>3. The total dollar value across all institutions dictates the level of ServiceNow product discounts granted to new customers and yearly renewal customers.</li> <li>4. As new customers enter the program, they contribute to higher discounts as new volume levels are reached.</li> <li>5. Once the contract moves to the next higher tier all institutions signing a contract will receive pricing in that tier.</li> <li>6. All new customers will commit to a 36 month contract term. They will make annual payments each year.</li> <li>7. Any license product from the ServiceNow catalog is available at discount levels achieved by all customers.</li> </ol>	

## AMENDMENT 005

### **Agreement Between The Rector and Visitors of the University of Virginia and Carahsoft Technology Corporation**

The Rector and Visitors of the University of Virginia ("University") and Carahsoft Technology Corporation ("Carahsoft") are amending their Agreement, UVA1482501, dated May 2, 2014.

1. Section II.A, Goods and Services/Discounts

Attachment 2 (attached) is updated to reflect the addition of all of Carahsoft's products that are carried on their GSA contract. Discounting for the additional products will be at least as good as the GSA discounts offered.

2. Section II.C, Resellers/Subcontractors is changed to the following:

*Delivery and installation, support, warranty, and maintenance may be provided by Carahsoft using Subcontractors. The University's use of such services from the Subcontractors listed below shall not void any Carahsoft provided warrantee, make any product furnished under this Agreement ineligible for maintenance services, nor relieve Carahsoft of any contractual obligation under this Agreement.*

*In addition, Carahsoft may assign, upon approval of the University, Resellers who are authorized to provide quotes and accept Purchase Orders on behalf of Carahsoft. Carahsoft shall enter into contracts with these Resellers and use terms and conditions that are consistent with the terms and conditions of the Agreement. Carahsoft shall be fully liable for its Resellers' performance under and compliance with the terms and conditions of the Agreement. The University reserves the right to require Carahsoft to rescind any such Reseller from this Agreement. Carahsoft shall not prohibit the Reseller from participating in other procurement opportunities offered through VASCUPP or the University.*

*The Resellers/Subcontractors authorized to resell or subcontract Carahsoft's products and services under this Agreement can be found at [www.carahsoft.com/PACPartners](http://www.carahsoft.com/PACPartners).*

All other terms and conditions of the Agreement will remain unchanged and in effect.

## ACCEPTANCE

**For the Rector and Visitors  
of the University of Virginia**

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Eric N. Denby, Director  
Procurement & Supplier Diversity Services

**For Carahsoft Technology Corp**



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Robert Moore  
Vice President

July 20, 2015

Date

Agreement #: UVA1482501

**Attachment 2**  
**Products / Services / Discounts**

ServiceNow	Minimum Discount Off Of List
Product	25% - 40%
Training	2%
Services	2%
<ol style="list-style-type: none"> <li>1. The ServiceNow program is a volume purchasing program that consists of four tiers of discount levels.</li> <li>2. All combined purchases of all institutions using the contract count towards the tier discount level.</li> <li>3. The total dollar value across all institutions dictates the level of ServiceNow product discounts granted to new customers and yearly renewal customers.</li> <li>4. As new customers enter the program, they contribute to higher discounts as new volume levels are reached.</li> <li>5. Once the contract moves to the next higher tier all institutions signing a contract will receive pricing in that tier.</li> <li>6. All new customers will commit to a 36 month contract term. They will make annual payments each year.</li> <li>7. Any license product from the ServiceNow catalog is available at discount levels achieved by all customers.</li> </ol>	
Nimble Storage CS-Series Arrays	
<p><b><u>DISCOUNT INFORMATION</u></b>  10% discount off list (across all products and support). Transaction-based discounts may apply, and volume discounts are also applicable on a case-by-case basis.</p>	

<b>VMware</b> All VMware products, including AirWatch, PSO credits, etc. are available on this contract.	<b>Academic Discount</b> (Off Commercial MSRP)	<b>State &amp; Local</b> (Off Commercial MSRP)
Licenses	43%	3-16%
Support and Subscription	3%	3%
Training	2%	2%
Consulting	2%	2%
vCloud Hybrid Service	3%	3%

**\*\*The following applies only to State and Local agencies / government municipalities**

1. Volume discounting is available to customers who meet the above qualifications. The table below outlines the volume discounts associated with each level.

TPP Volume Discounting Program		
Level	Point Range	Discount
L1	50-599	5%
L2	600-999	7%
L3	1000-1749	10%
L4	1750+	13%

2. As the dollar amount of the order increases, so will the TPP points.
3. The level of volume discounting is dependent on the total point amount.
4. Volume discounts are applied only to the licenses of an order.

<b>Nutanix</b>	<b>Discount (Off Commercial MSRP)</b> <b>Academic, State &amp; Local</b>
Hardware	8%
Licenses	8%
System Support	8%
	8%

## F5 Networks Products and Services

### **DISCOUNT INFORMATION**

2% discount off list (across all products and support). Transaction-based discounts may apply, and volume discounts are also applicable on a case-by-case basis.

## Other Products and Services

In addition to the above discount offerings, Carahsoft extends pricing for all products available on the GSA Schedule referenced on page one, section titled “Witness” under this Agreement. Discounting for the additional products will be at least as good as the GSA discounts offered.

Due to the length and breadth of pricing available on this schedule, a list of the manufacturers that can be purchased can be found on Carahsoft’s website:

<http://www.carahsoft.com/buy/gsa-schedule-contracts/gsa-schedule-70>

All discounts and pricing provided can be verified through GSA’s Online Pricelist Portal

<https://www.gsaadvantage.gov/advantage/s/search.do?q=0:2GS-35F-0119Y&db=0&searchType=1>

All pricing questions can be sent to [Jack.Dixon@carahsoft.com](mailto:Jack.Dixon@carahsoft.com)