

## NJEDGE DISTRIBUTION PARTNER MASTER SERVICE AGREEMENT

Whereas NJEDGE.NET, Inc. (hereinafter “NJEDGE”) is a collaborative organization comprised of members selected through NJEDGE membership process, this Agreement (“Agreement”) is entered into as of June 30, 2024 (the “Effective Date”). NJEDGE, for the benefit of each of the entities (“Authorized Buyers”) who are members of The NJEDGE, and Carahsoft Technology Corporation, on behalf of itself and its affiliates (“Provider”) (“Provider” and “NJEDGE” are sometimes collectively referred to as the “Parties” and individually as “Party”). This Agreement sets forth the terms and conditions under which Provider agrees to provide products and services to Authorized Buyers.

Now, therefore, in consideration of the premises and mutual promises and representations contained herein, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Pricing Terms. The Provider shall cause its resellers that are approved by NJEDGE (“Authorized Resellers”) to offer to provide products and services to the Authorized Buyers. The Pricing Terms set forth shall be valid for a period of time not less than three (3) years from the Effective Date of this Agreement. The Pricing Terms is considered as Provider’s Confidential Information and shall not be published publicly without prior Provider’s consent in writing.

2. Agreements and Service Orders. If and when an Authorized Buyer seeks to purchase the Services from Provider or an Authorized Reseller as described in this Agreement, Provider will cause the applicable Authorized Reseller to execute a separate written agreement with the Authorized Buyer based on the Authorized Reseller’s standard terms and conditions for the Services which shall specify the respective rights and obligations between the Authorized Reseller and Authorized Buyer, and which shall expressly include or incorporate (directly or by reference) pricing terms that are at least as favorable to the Authorized Buyers. Authorized Resellers will be free to offer greater discounts and lower prices to Authorized Buyers as long as they meet the minimum discounts.

3. Administrative Framework. The Parties agree to follow the administrative framework for supporting and monitoring this Agreement. Provider will require Authorized Resellers to assist and cooperate with Provider, NJEDGE and Authorized Buyers as reasonably needed for Provider to comply.

4. Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and the Authorized Buyers, and their permitted successors and assigns, and nothing herein expressed or implied shall give or be construed to give to any person, other than the Parties hereto and the Authorized Buyers, and their permitted successors and assigns, any legal or equitable rights hereunder.

5. Indemnification and Limitation of Liability. Notwithstanding anything to the contrary in this NJEDGE Agreement, in no event shall either Party be liable to the other Party (or to any Authorized Buyer or Authorized Reseller) under this Agreement or any other agreement executed between Provider, an Authorized Reseller, and/or an Authorized Buyer for any damages whether incidental, direct, indirect, special, consequential, exemplary, or punitive, arising out of or relating to this Agreement or any of the services provided pursuant hereto, regardless of whether the respective Parties' had been advised or could have foreseen the possibility of such damages. Other than for claims caused by or arising by the intentional act or omission of NJEDGE Provider agrees, notwithstanding any provision to the contrary as set forth in this Agreement, to indemnify, defend and hold NJEDGE, its officer, directors, employees, members, agents, contractors, successors and assigns harmless from and against all loss, damage, liability, cost and expense (including reasonable attorney fees and expenses) by reason of any claims or actions by any third party arising out of this Agreement or any separate written agreement between the Provider, any Authorized Reseller and/or any Authorized Buyer for the provision of Services. Provider further acknowledges and agrees that NJEDGE shall not provide any indemnification to the Provider, its affiliates, officers, directors, employees, agents and contractors, successors, or assigns, or to Authorized Resellers or Authorized Buyers. Further, by executing this Agreement for the benefit of the Authorized Buyers, Provider agrees and acknowledges that NJEDGE shall not assume any fiscal, legal or other responsibility to Provider, Authorized Resellers or Authorized Buyers for the actual purchasing, contracting, engineering, or ongoing service arrangements, all of which must be executed in a separate agreement.

6. Term and Termination. The term of this Agreement shall commence on the Effective Date and shall continue in effect thereafter for an initial term of three (3) years, unless earlier terminated in accordance with the terms of this Agreement. This Agreement may be extended for two additional sequential terms of one year by mutual written agreement of the parties. NJEDGE and Provider may each terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to the other Party. Any such termination by NJEDGE shall not affect any agreement between Provider or Authorized Resellers, on one hand, and Authorized Buyers, on the other hand, existing as of the date of the termination, provided that, subject to the terms of Provider's or an Authorized Reseller's separate agreements with Authorized Buyers, Provider and the Authorized Reseller shall no longer be obligated to offer to provide Services to the Authorized Buyers in accordance with the pricing terms. In the event of termination, NJEDGE shall notify Authorized Buyers that this Agreement has been terminated and the effective date of such termination.

7. No Warranties. Any and all express and implied warranties, including, without limitation, warranties of merchantability or fitness for a particular purpose or any purpose or use, are expressly excluded and disclaimed by parties.

8. Press Releases. Provider agrees that it shall not issue a press release or public announcement pertaining to the matters contemplated by this Agreement at any time, unless the President and CEO of NJEDGE agrees otherwise in writing and agrees to the form and content of such press release or announcement. All such press releases or public announcements shall be approved within ten (10) business days of submission. Provider shall also cause Authorized Resellers to comply

with the foregoing.

9. Choice of Law. The parties agree that this Agreement will be governed by the laws of the United States and the State of New Jersey without regard to its conflicts of laws principles. For resolution of any disputes arising out of this Agreement, the parties hereby consent to the exclusive jurisdiction of the state and federal courts located in Kearny, New Jersey.

10. Assignment. This Agreement shall not be assigned in whole or in part by either Party without the prior written consent of the other, except with respect to an assignment by way of merger or sale of substantially all of a party's assets, and any attempt to assign this Agreement in violation of this Section shall be void and of no effect.

11. Miscellaneous. NJEDGE, at its sole discretion and option, shall be entitled to terminate this Agreement upon written notice to Provider at any time if upon the written advice of counsel, its continuation as a signatory to the Agreement may adversely affect its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code. NJEDGE will provide Provider with reasonable advance notice of such termination. Such withdrawal shall not affect any individual agreement for Services executed by an Authorized Buyer. Such termination shall not be considered a breach of this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

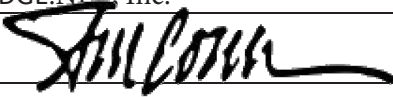
NJEDGE.NET, Inc.	Carahsoft Technology Corporation
By: 	By: <i>Madeline Hall</i>
Name: Samuel S. Conn, PhD	Name: Madeline Hall
Title: President & CEO	Title: Contracts Manager
Date: 07.03.2024	Date: 7-9-24

Exhibit A  
Approved Manufacturers

NJEDGE shall have access to purchase all manufacturers as listed here <https://www.carahsoft.com/buy/education-contracts/njedge>