

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. CARAHSOFT TECHNOLOGY CORP.

The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: Kristina Smith
Signature

Kristina Smith
Printed Name

Title: Contracts Manager

Date: May 23, 2018

By: Jack Dixon
Signature

Jack Dixon
Printed Name

Title: Contracts Specialist

Date: May 23, 2018

2. OFFICE OF STATE PROCUREMENT

In accordance with Minn. Stat. § 16C.03, subd. 3.

By: [Signature]

Title: Acquisition Management Specialist / Buyer

Date: 6/6/2018

3. COMMISSIONER OF ADMINISTRATION

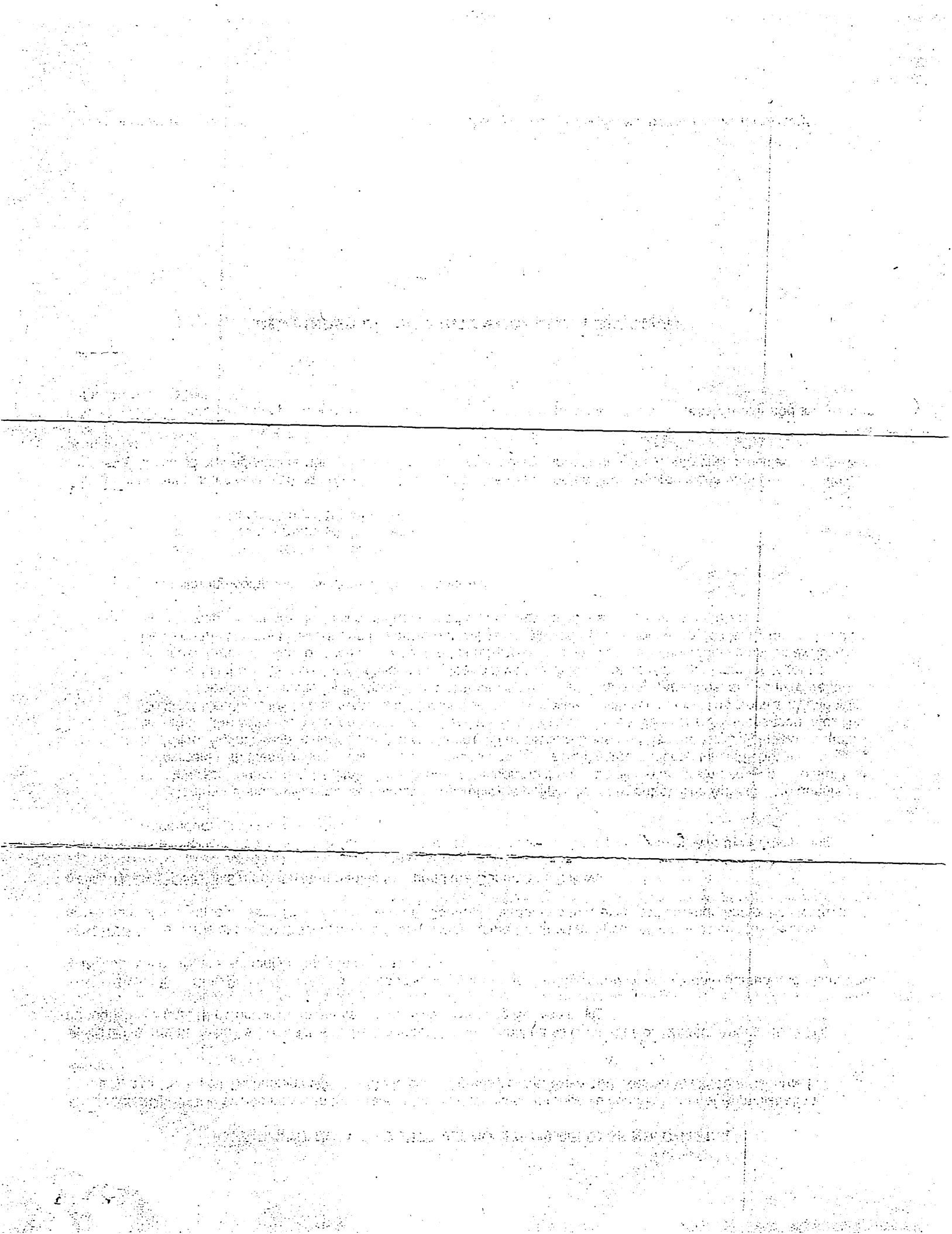
Or delegated representative.

By: Original signed

Date: _____

JUN 06 2018

By Andy Doran



AMENDMENT NO. 1 TO CONTRACT NO. 128340 RELEASE NO. C-1121(5)

THIS AMENDMENT is by and between the State of Minnesota, acting through its commissioner of Administration ("State"), and Carahsoft Technology Corp., 1860 Michael Faraday Drive, Suite 100, Reston VA 20190 ("Contract Vendor").

WHEREAS, the State has a Contract with the Contract Vendor identified as Contract No. 128340, August 16, 2017, through July 31, 2019 ("Contract"), to provide Public Cloud Hosting Services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contract Vendor in a fully executed amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. The following clause is hereby incorporated as the last clause of Minnesota Exhibit A to the Participating Addendum for Cloud Solutions:

The Contract Vendor will either sell direct or may utilize a defined list of Agent(s). The Agent(s) are agents of the Contract Vendor, not the State. The Contract Vendor must have a training program and also a contractual agreement with these defined Agents. Such training and contractual agreement must include but are not limited to, Agent's responsibilities and compliance with applicable State and Federal laws, including but not limited to, the Minnesota Government Data Practices Act, FERPA, HIPAA, Worker's Compensation, etc. The Contract Vendor is liable and responsible for its Agent(s) compliance with such laws. The Contract Vendor is also responsible and liable for its Agent's compliance with the specifications, warranties, and requirements contained in the written contract between the Contract Vendor and the State. An Agent cannot accept a purchase order, invoice, or accept payment. All purchase orders, invoices, and payments must be exclusively between the Contract Vendor and the customer. All sales initiated by an Agent must be clearly defined in the State's required reports, including but not limited to, administration fees payable to the State.

The following companies are Agents on this contract:

- A. Thundercat Technology
- B. SHI International Corporation
- C. Sirius Computer Solutions

This Amendment is effective beginning May 24, 2018, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

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