

AMENDMENT 2 TO PARTICIPATING ADDENDUM
NASPO ValuePoint COOPERATIVE PURCHASING PROGRAM
Cloud Solutions 2016-2026 Led by the State of Utah
MASTER AGREEMENT #: AR2472
Carahsoft Technology Corporation
And
State of Tennessee
(Participating State/Entity Contract #67955)

This Amendment is made and entered by and between the State of Tennessee, Department of General Services, Central Procurement Office, hereinafter referred to as the "State," "Participating Entity," or "Purchasing Entity" and Carahsoft Technology Corporation., hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

Section 15. Limitation of Contractor's Liability is deleted in its entirety and replaced with the following:

15. Limitation of Contractor's Liability

In accordance with Tenn. Code Ann. § 12-3-701, the Contractor's liability for all claims arising under or associated with this Contract, the Services or any specific Order shall be limited to an amount equal to the greater of (a) two times the total fees to be paid by the State for the applicable Order, as detailed therein and as may be amended, or (b) \$1,000,000. Except as set forth below, in no event will the Contractor be liable to the State or any other party for any lost revenues, lost profits, loss of business, decrease in the value of any securities or cash position, time, goodwill, or any indirect, special, incidental, punitive, exemplary or consequential damages of any nature, whether based on warranty, contract, statute, regulation, tort (including but not limited to negligence), or any other legal theory that may arise under this Contract.

PROVIDED THAT in no event shall this Section limit the liability of the Contractor for: (i) intellectual property or any Contractor indemnity obligations for infringement for third-party intellectual property rights; or (ii) any claims for intentional torts, criminal acts, fraudulent conduct, or acts or omissions that result in personal injuries or death. For clarity, except as otherwise expressly set forth in this Section, Contractor's indemnification obligations and other remedies available under this Contract are subject to the limitations on liability set forth in this Section.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

CARAHSOFT TECHNOLOGY CORPORATION:



Signature

August 21, 2023

Date

Colby Bender, Contracts Team Lead

Printed Name and Title of Signatory (above)

STATE OF TENNESSEE DEPARTMENT OF GENERAL SERVICES, CENTRAL PROCUREMENT OFFICE:

8/21/2023

MICHAEL F. PERRY, CHIEF PROCUREMENT OFFICER

Date