

Carahsoft Supplier Code of Conduct

Background: Carahsoft operates with high standards and expectations and expects our resellers partners, subcontractors, suppliers, and other supply chain members to do the same.

To maintain excellence throughout all aspects of business, we continue to enhance the way we engage with our Suppliers to encourage continual improvement of the way we, and our supplier base, address and manage important issues. Our revised expectations and minimum standards within the enclosed document are the product of not only the increasing regulatory environment globally with respect to particular issues, but also the increasing expectations of our clients and the wider community.

Carahsoft values our Supplier relationships and is committed to working with, and supporting, our Suppliers to achieve mutual objectives. A Supplier's performance and adherence to high business standards is an important and integral part of the value chain for Carahsoft. Carahsoft promotes and expects the application of high legal, ethical, environmental and employee-related standards within our own business and among our Suppliers.

This Supplier Code of Conduct sets forth the minimum standards of business conduct that we expect from all of our suppliers:

ETHICS

High standards of integrity are expected in all of our business dealings. Any and all forms of corruption, extortion, bribery (including facilitation payments), and embezzlement are strictly prohibited and may result in immediate termination and legal action:

- Suppliers will not offer or provide money or anything of value to any person if the circumstances indicate that it is probable that all or part of the money or other thing of value is being given to another individual or entity to influence official action or to obtain a business advantage.
- Suppliers are expected to understand relevant Carahsoft and government gift and hospitality policies before offering or providing Carahsoft and government personnel with any gift and/or business entertainment. Gifts or entertainment should never be offered to Carahsoft and government personnel or representatives under circumstances that create the appearance of impropriety.
- Suppliers must comply with all applicable trade control laws and regulations in the import, export, re-export or transfer of goods and services (including software and technology). All invoices and any customs or similar documentation submitted to Carahsoft or governmental authorities in connection with transactions involving Carahsoft must accurately describe the goods and services provided and the price thereof.
- Suppliers shall not share or exchange any prices, costs, or other competitive information, or undertake of any collusive conduct with any party with respect to any proposed, pending or current Carahsoft procurement.
- Suppliers will use only subcontractors or other third parties who comply with all applicable laws and regulations, and who adhere to the same (minimum) standards set forth in this guide when contracting or doing business with Carahsoft.

WHISTLEBLOWER PROTECTION

Suppliers should ensure that their employees have all the rights and protections against reprisals as provided by law and regulation. These rights and protections include, for example, those in 41 U.S.C. 4712 (implemented by FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights), 10 U.S.C. 2409 (implemented in DFARS 203.9, Whistleblower Protections for Contractor Employees), and 18 U.S.C. 1833(b) (Immunity from Liability for Confidential Disclosure of a Trade Secret to the Government or in a Court Filing).

CONTERFEIT RISK

All material, including material incorporated into the Goods delivered under a Purchase Order must be procured from the original equipment or component manufacturer (OEM/OCM), or the OEM/OCM's authorized distributor. Independent distributors or brokers are not acceptable and shall not be used by Suppliers to provide product delivered under a Purchase Order. Suppliers shall maintain a counterfeit risk mitigation process in accordance with industry recognized standards.

CONTERFEIT ELECTRONIC PARTS

As applicable, Supplier certifies that it has an established Counterfeit Electronic Part Detection and Avoidance System satisfying all requirements under Defense Federal Acquisition Regulation Supplement ("DFARS") clause 252.246-7007.

NO REFURBISHED PARTS

Supplier certifies that all products provided to Carahsoft or its customers as new, composed of previously unused components, whether manufactured from virgin material, covered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process. All used, refurbished, or reconditioned products shall not be accepted and shall be returned and refunded at Supplier's expense. Supplier shall be liable for any expenses incurred for the supply of such prohibited items.

IMPORT; EXPORT SALES

Supplier agrees that it will not export, re-export, directly or indirectly, any United States origin commodities, technology/technical data or software sold to Carahsoft or its customers, or any direct product of that technical data: (i) in violation of the export laws and regulations of the United States, including but not limited to, the Bureau of Industry and Security Export Administration Regulations and the regulations of the Treasury Department's Office of Foreign Assets Control or any other relevant national government authority; (ii) to any country for which an export license or other governmental approval is required at the time of export, without first obtaining all necessary export licenses or other approvals; (iii) to any country or national or resident of a country to which trade is embargoed by the United States; (iv) to any person or firm on any government agencies Restricted Party List, including, but not limited to the U.S. Department of Commerce's Table of Denial Orders or Entities list, or U.S Treasury Department's list of Specially Designated Nationals; or (v) for use in any sensitive nuclear, chemical or biological weapons, or missile technology end- uses unless authorized by the U.S. Government by regulation or specific license.

DEBARMENT OR SUSPENSION

By accepting any Purchase Order from Carahsoft, Supplier represents and warrants that as of the Purchase Order effective date, Supplier or its principals are not currently debarred, suspended, or proposed for debarment or suspension by the Federal Government or any state agency.

COLLUSION AND BID RIGGING

Suppliers must conduct their business ethically and in full compliance with applicable antitrust and competition laws. Specifically, suppliers shall not:

- Engage in collusion or bid rigging, including any agreement or arrangement with competitors to fix prices, submit complementary bids, or otherwise manipulate the outcome of procurement processes.
- Exchange sensitive competitive information such as pricing, bidding strategies, or market allocation agreements with competitors.
- Participate in activities intended to limit or eliminate competition unfairly.

Suppliers who become aware of any instance or suspicion of collusion or bid rigging activities must promptly report these to Carahsoft. Any violation of this policy may result in immediate termination of business relationships, legal action, and reporting to applicable authorities.

COMPLIANCE WITH FAR 52.203-2 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

Suppliers must strictly adhere to the requirements set forth in FAR 52.203-2, which mandates independent price determination in all proposals and bids submitted to Carahsoft and its customers. Specifically:

- Prices must be independently established without communication or agreement with any competitor concerning pricing, intention to submit a bid, or the methods or factors used to calculate prices.
- Suppliers must not disclose prices or bid-related information knowingly to any competitor before bid opening unless legally required or authorized explicitly by Carahsoft or the appropriate government contracting officer.
- All bids submitted by Supplier must be in compliance with FAR clause 52.203-13. Suppliers are required to maintain accurate records demonstrating their adherence to these standards.

Violation of FAR 52.203-2 can lead to severe penalties including legal actions, termination of contracts, suspension, or debarment from future contracting opportunities.

REPORTING VIOLATIONS

Suppliers are expected to promptly report any suspected or actual violations of this Supplier Code of Conduct, including activities related to collusion, bid rigging, antitrust concerns, or breaches of federal acquisition regulations, directly to Carahsoft's compliance department or through established whistleblower reporting mechanisms. Carahsoft will treat reports with strict confidentiality, consistent with legal requirements, and ensure protection against retaliation for those making good faith reports.

TRAINING AND COMMUNICATION

Suppliers should implement regular training programs for their employees, agents, and subcontractors that address compliance with antitrust laws, competitive bidding requirements, and specific obligations under FAR clauses applicable to their engagements with Carahsoft. Suppliers shall maintain documentation of completed training sessions, making these available to Carahsoft upon request.

COMPLIANCE WITH LAWS

Suppliers shall comply with all applicable federal, state, and local laws and ordinances and all pertinent lawful orders, rules, and regulations and such compliance shall be a material requirement of this Agreement, as applicable. Flow down provisions are also to be adhered to by Supplier when notified by Carahsoft on a case-by-case basis.

As a supplier to Carahsoft, supplier shall affirm its status as a bona fide selling agency in accordance with FAR 3.4 and is genuinely and effectively engaged in the business of selling or leasing products or services. Further, to the extent necessary, supplier will hold valid authorizations for the representation and sale of products and services and shall adhere to ethical business practices. Suppliers recognize this is a critical aspect of partnership with Carahsoft.

SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING

If applicable, Suppliers must agree to and comply with DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, when specified by a Purchase Order or subcontract from Carahsoft to Supplier. A brief summary of this clause is incorporated herein.

SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (JAN 2023)

The Supplier shall provide adequate security on all covered contractor information systems. To provide adequate security, the Supplier shall refer to the full text of the clause to determine what level of security is necessary in relation to the Purchase Order or subcontract.

When the Supplier discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the Supplier's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Supplier shall follow all requirements under the full text of the clause for reporting, preservation, and protection.

Information that is obtained from the Supplier (or derived from information obtained from the Supplier) under this clause that is not created by or for DoD is authorized to be released outside of DoD in manners consistent with the circumstances outlined under the full text of this clause.

Information that is obtained from the Supplier (or derived from information obtained from the Supplier) under this clause that is created by or for DoD is authorized to be used and released outside of DoD for purposes and activities authorized for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

The Supplier shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM (DPAS)

The Defense Priorities and Allocations System (DPAS) is a regulation administered by the U.S. Department of Commerce designed to prioritize national defense and emergency preparedness orders to ensure timely availability of industrial resources and services. DPAS ensures that the government receives priority fulfillment of contracts critical to national security and emergency preparedness.

If there is a priority rating on a Purchase Order issued to Supplier by Carahsoft, then in accordance with FAR 52.211-15 it is a rated Purchase Order certified for national defense, emergency preparedness, and program use, and Suppliers shall follow all requirements of the Defense Priorities and Allocations System regulation (15 CFR 700). By acceptance of this Purchase Order, Supplier agrees to process this Purchase Order in accordance with the above criteria. Supplier performance or delivery under the applicable Purchase Order further constitutes Supplier acknowledgment of, and agreement to, the DPAS regulation.

ADHERENCE TO LABOR LAW, EMPLOYEE RIGHTS AND PROTECTIONS

Policies should be in place to confirm the Supplier's commitment to these points and improvement programs should be in place where relevant:

Wages and benefits: At a minimum, the legal minimum wage standard must be adhered to across the entire workforce, employees should receive clear information on their wages, and unfair deductions from wages as a disciplinary measure are not permitted.

Working hours: Working hours must be limited according to national or local law, including breaks. Overtime should be voluntary, should not replace regular employment and must be fairly compensated.

Freedom of association, collective bargaining or parallel means: Employees have the right to join or form a trade union without facing discrimination or intimidation. Where freedom of association and collective bargaining is restricted under law, employees should have the right to develop parallel means.

Health and safety and working conditions: A safe and hygienic working environment should be provided with an awareness of any industry-specific hazards. Relevant training should be provided to employees.

Regular employment: All employees should be provided with a written employment contract setting out

SUBCONTRACTING

Where authorized subcontracting is used by Supplier to support the execution of services for Carahsoft, Supplier shall confirm that the subcontractor meets the minimum expectations set out in this Section through the following controls:

- A. Supplier shall take necessary steps to obtain and maintain visibility over labor rights and risks within the operations and supply chains of subcontractors;
- B. Supplier shall attain the right to audit over subcontractor operations; and Records of audits undertaken of subcontractors shall be available on request.

- C. Supplier shall have written agreements in place with subcontractors to ensure that any further subcontracting by the subcontractor company (a) is authorized and (b) meets the standards set out in this document.

ANTI-DISCRIMINATION

Suppliers will be required to comply with any applicable discrimination legislation. Our Suppliers will be treated fairly and equally during the tendering and purchasing process, with decisions made on the basis of clear selection criteria as applicable.

When required by applicable law or regulation, Carahsoft expects Suppliers to have a policy in place to consider usability by, and participation of, individuals with disabilities when designing products and/or delivering services to Carahsoft. As part of the policy, there are accessibility standards and/or processes in place that conform to disability guidelines when Suppliers are designing products and/or delivering services. When applicable, these expectations shall include:

- Policies that explicitly ban discrimination/bullying and harassment based on sexual orientation, race, gender or similar criteria.
- Evidence of applicable training as may be required.
- Procurement use of diverse businesses to compete for goods and services to become preferred Suppliers to the Supplier and/or as its subcontractor(s).
- Commitments to comply with all relevant regulatory requirements, as well as with any local antidiscrimination regulations and programs.

MONITORING

Carahsoft maintains an active monitoring program to ensure supplier compliance with this Supplier Code of Conduct. Suppliers are expected to regularly audit and monitor their internal management processes to maintain ongoing compliance. On an annual basis, Carahsoft may periodically request evidence of these monitoring efforts. In instances where additional verification is required or concerns arise, Carahsoft may conduct compliance surveys. All expenses related to such compliance surveys will be the responsibility of Carahsoft.

REPORTING

If any suspected or actual activity violates this policy, Suppliers must:

1. Notify Carahsoft Compliance at our Business Ethics and Procurement Fraud Hotline (703-871-8645) or;
2. Notify the appropriate regulatory authority, as applicable.