

CARASOFT RIDER

Please review and approve the Carahsoft Rider (“Rider”).

The Carahsoft Rider contains mandatory terms for all public sector contracts (i.e. GSA, SEWP, NASPO, Open Market orders, etc.). By signing this document, you agree to the incorporation of these terms into all purchase orders placed by Carahsoft on behalf of Public Sector Entities who buy through Carahsoft and/or Carahsoft’s prime contractors.

These terms will take precedence over any conflicting terms in your Commercial Supplier Agreement (i.e. End User License Agreement, EULA, Master Service Agreement, or similar document) with Public Sector Entities. These terms will also take precedence over any conflicting terms contained within the Manufacturer Agreement (i.e. Channel Agreement, Distributor Agreement, Aggregator Agreement, Reseller Agreement, VAD Agreement, VAR agreement, or similar document) you may have in place with Carahsoft Technology Corp., if applicable. Lastly, these terms will take precedence over any conflicting terms in any Statement of Work (or similar document) you may have in place with Carahsoft Technology Corp.

A Public Sector Entity (“Licensee”) is defined as one of the following:

- A member of the U.S. government’s legislative, judicial or executive branches. This includes the department of defense, civilian agencies, intelligence agencies, independent agencies, special inspector general offices, and quasi-official agencies (i.e. National Gallery of Art, National Park Foundation, etc.).
- U.S. state or local government entity. This includes all applicable state agencies, counties, cities, municipalities, and similar entities within a state, the District of Columbia, or one of the territories of the United States.
- An Academic Institution is defined as an accredited institution, and must be organized and operated for educational purposes. The institution must receive funding (partial or full) from a federal, state, or local agency, and must meet one of the following criteria:
 - Public or private elementary, secondary, vocational school, correspondence school, junior college, university, post-graduate school such as a medical college, law school, or business school, management school board, school for disabled, scientific, research, or technical institutions accredited by U.S. Department of Education and State Board of Education, or, by associations recognized by U.S. Department of Education, including the district, regional, and State Administrative offices.
 - Administrative Offices or Board of Education for academic institutions as defined as:
 - A district, regional or state administrative office of public educational institution
 - Administrative entities organized and operated exclusively for private academic institutions
 - Other state or local government entities whose activities consist of administrative support or services for the advancement of public academic institutions.
 - Full-time or part-time faculty, staff, or, matriculated students in good academic standing at an accredited academic institution. Libraries associated with an accredited academic institution
 - Hospitals and teaching hospitals that are wholly owned and operated by an academic institution.
 - Higher Education Research laboratories that are associated with an academic institution, recognized by the U.S. Department of Education, and teach students as part of their research mission.

Carahsoft Rider for Public Sector Agencies

- 1. Applicability.** The terms and conditions in the Manufacturer Agreement and Commercial Supplier Agreement are hereby incorporated by reference to the extent that they are consistent with applicable public sector law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a)(1)(B)), the Contracts Disputes Act of 1978 (41 U.S.C. § 601-613), the Prompt Payment Act, 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's Agreements or Commercial Supplier Agreement are inconsistent with applicable public sector law (i.e. *See* FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders or contracts with Carahsoft.
- 2. Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Commercial Supplier Agreement must be signed by a duly warranted contracting officer, in writing. The same requirement applies to Commercial Supplier Agreement modifications affecting the rights of the parties. All terms and conditions intended to bind the Public Sector Entity must be included within the contract signed by the Public Sector Entity
- 3. Termination.** If a Public Sector Entity cancels or terminates its corresponding order with Carahsoft, Carahsoft's reseller partner or a higher tier prime or subcontractor, as applicable, then Carahsoft will have the right to cancel the related order with Manufacturer in the same manner as the cancellation or termination is presented by the Public Sector Entity. In such a cancellation event, Carahsoft will notify Manufacturer as soon as reasonably possible on the specific details of the order cancellation.

 - Carahsoft may request cancellation or termination of the Commercial Supplier Agreement and applicable Public Sector Entity purchase order on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions (or applicable dispute resolutions process) or if such remedy is otherwise ordered by applicable jurisdictional court.
- 4. Consent to Government Law / Consent to Jurisdiction.** Subject to the Contracts Disputes Act of 1978 (41 U.S.C §§ 7101-7109), Federal Tort Claims Act (28 U.S.C. §1346(b)), or applicable dispute resolution process.
- 5. Dispute Resolution and Venue.** Any disputes relating to the Commercial Supplier Agreement shall be resolved in accordance with the FAR, the Contract Disputes Act, 41 U.S.C. §§ 7101-7109, or applicable dispute resolutions process.
- 6. Customer Indemnities.** All Commercial Supplier Agreement clauses referencing Customer Indemnities are hereby deemed to be deleted.
- 7. Contractor Indemnities.** All Commercial Supplier Agreement clauses that (1) violate applicable judicial department's right (i.e. 28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.
- 8. Renewals.** All Manufacturer Agreement and Commercial Supplier Agreement clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban (or similar/applicable ban) on automatic renewal are hereby deemed to be deleted.

9. Future Fees or Penalties. All Commercial Supplier Agreement clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.

10. Travel and Expenses. Out-of-pocket expenses identified in a quote, statement of work, professional services agreement (or similar agreement) must be submitted for payment no more than sixty (60) days after completion of Services or such payment may be denied. Manufacturer shall ensure that travel expenses are incurred in accordance with the limitations set forth in FAR 31.205-46. Manufacturer will provide budgetary estimates for all travel and expense fees on its quotes (or Statement of Works/Professional Service Agreements) to Carahsoft.

11. Limitation of Liability: Subject to the following:

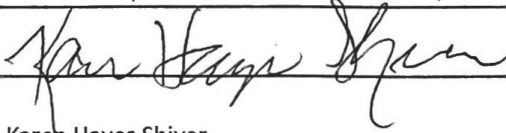
- Public Sector Entity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Public Sector Entity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the Public Sector Entity's right to recover for fraud or crimes under applicable fraud statute, such as the False Claims Act, 31 U.S.C. §§ 3729-3733.

12. Public Access to Information. Manufacturer agrees that the Commercial Supplier Agreement contains no confidential or proprietary information and acknowledges the Commercial Supplier Agreement will be available to the public.

13. Confidentiality. Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court.

Manufacturer Name: Hayes e-Government Resources, Inc.

Signature:



Print Name: Karen Hayes Shiver

Title: President

Date: 12/4/2019

By signing above, I have read and agreed with all info regarding the RIDER.