

PARTICIPATING ADDENDUM NO. 9412
AMENDMENT NO. 2

This is Amendment No. 2 to Participating Addendum No. 9414 effective April 1, 2019, as amended from time to time ("Participating Addendum") between the State of Oregon, acting by and through its Department of Administrative Services ("DAS"), on behalf of state agencies and members of the Oregon Cooperative Purchasing Program ("Authorized Purchaser") and Carahsoft Technology Corp. ("Contractor"). This Amendment is effective upon signature by the parties ("Amendment Effective Date").

The parties agree to amend the Participating Addendum, as follows:

1. Effective July 1, 2019, Exhibit D of the Participating Addendum, DAS Volume Sales Report (VSRs) and Vendor Collected Administrative Fee (VCAF), is replaced in its entirety with the attached Exhibit D.

Except as expressly amended above, all other terms and conditions of the Participating Addendum are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the Participating Addendum are true and correct as of the Amendment Effective Date and with the same effect as though made at the time of execution of the Participating Addendum.

Certification: The individual signing on behalf of Contractor hereby certifies under penalty of perjury: (a) the number shown on this form is Contractor's correct taxpayer identification; (b) Contractor is not subject to backup withholding because (i) Contractor is exempt from backup withholding, (ii) Contractor has not been notified by the IRS that Contractor is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that Contractor is no longer subject to backup withholding; (c) s/he is authorized to act on behalf of Contractor, s/he has authority and knowledge regarding Contractor's payment of taxes, and to the best of her/his knowledge, for a period of no fewer than six calendar years preceding the Amendment Effective Date, Contractor has faithfully complied with and is not in violation of: (i) all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (ii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (iii) any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (iv) any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions; and, (d) Contractor is an independent contractor as defined in ORS 670.600; and (e) the supplied Contractor data is true and accurate.

CONTRACTOR:

By: Kristina Smith

Title: Director of Contracts

Date: 12/02/2019

FEID: Kristina Smith

THE STATE OF OREGON, acting
by and through the Department of
Administrative Services

By: Shirley Beckett

Title: State Procurement Analyst Manager

Date: 12/6/19

Approved pursuant to ORS 291.047

By: Approved by John McCormick

Per email dated November 22, 2019

EXHIBIT D
To Master Agreement #9412

Section 1, DAS Volume Sales Report (VSR).

Pursuant to the process defined by DAS found at: <https://www.oregon.gov/das/Procurement/Pages/Supplier.aspx>, Contractor shall submit a Volume Sales Report (VSR) to DAS on a quarterly basis; the quarterly report is due no later than thirty (30) calendar days from the end of the quarter. (For purposes of this Participating Addendum, quarters end March 31, June 30, September 30 and December 31.) Upon written notice from DAS, **Contractor shall submit the VSR on a monthly basis no later than five (5) business days from the end of the preceding month, as directed by DAS.** The VSR will contain:

- Complete and accurate details of all receipts (sales and refunds) for the reported period; and
- Such other information as DAS may reasonably request.

Contractor is responsible for timely reporting and shall submit a VSR whether or not there are sales. When no sales have been recorded for the reporting period, a report must be submitted stating "**No Sales for the Reporting Period**".

Section 2, Vendor Collected Administrative Fee (VCAF).

2.1 Pursuant to the process defined by DAS and published at <https://www.oregon.gov/das/Procurement/Pages/Supplier.aspx>, Contractor shall submit a Vendor Collected Administrative Fee (VCAF), as directed by DAS. The VCAF is a charge equal to One And One Half Percent (1.5%) of Contractor's Gross total sales, less any credits, made to Authorized Purchasers during the reporting period.

2.2 Contractor may not reflect the VCAF fee as a separate line item charge to Authorized Purchasers. Contractor's prices must reflect all Contractor's charges to Authorized Purchasers.

2.3 Contractor is responsible for timely payment of the VCAF, regardless of entity that actually reports or makes VCAF payment to DAS. The form of payment must be specifically approved by the Contract Administrator. Late payments from Contractor will accrue interest at a rate of 18% per annum or the maximum rate permitted by law, whichever is less, until such overdue amount shall have been paid in full.

2.4 DAS may, upon reasonable request during regular business hours, by itself or by a person authorized by it, audit Contractor's records and other pertinent data, to determine and verify the figures reported in any VSRs furnished by Contractor. In the event that any such audit reveals underpayment of administrative fees, Contractor shall immediately pay the amount of deficiency, together with interest. If the audit reveals that an underpayment exists, Contractor shall pay the cost of the audit.