



August 18, 2015

Thank you for your interest in doing business with Carahsoft. Please read the attached agreement carefully, and do not hesitate to reach out to us with questions.

We want you to be fully aware of, and understand the items you will be responsible for.

Please make special note of these items prior to signing the agreement:

- Your quotes to the customer should include the IFF fee. You will be invoiced for, and remit this fee amount to Carahsoft on a monthly basis. It is your responsibility to understand that this fee is based on the End User price paid and you will be invoiced this amount.
- You are also responsible for submitting monthly sales reports to Carahsoft by the due date so that we can comply with the mandated GSA reporting schedule. We will do our best to assist you on completing these reports if you need it, but we have to have all your items correctly computed and reported.
- Also, please make sure to fill out Attachment C, which is the company info page. We cannot return the fully executed agreement to you until we have that completed.

We look forward to doing business with you,

Ellen Lord  
Contracts Manager  
[contracts@carahsoft.com](mailto:contracts@carahsoft.com)

# GSA Schedule Agent Agreement

## Carahsoft Technology Corp.

### GS-35F-0119Y

**Agreement #** MASAA-OSI-081915

This GSA Schedule Agent Agreement (“Agreement”) is made between Carahsoft Technology Corp. with its offices at 1860 Michael Faraday Drive, Suite 100, Reston, VA 20190 (Carahsoft) (GSA Schedule # GS-35F-0119Y) and Optiv Security Inc. with its primary offices at 1125 17<sup>th</sup> St., Suite 1700, Denver, CO 80202 (Agent).

#### **Appointment as an Agent**

Subject to the terms and conditions of this agreement, Carahsoft appoints the Agent, and the Agent hereby accepts the appointment, as a non-exclusive authorized Agent of Carahsoft to qualified GSA Schedule Customers who purchase products off of the GSA Schedule, GS-35F-0119Y. The Agent shall not market the Schedule to any other customers, or in any other manner, without the prior written agreement of Carahsoft. Agent expressly understands that the scope of its representation is limited to the terms of this Agreement.

This Agreement applies only to the products outlined in Attachment A, Authorized Products. Attachment A may be modified via written consent of both parties should additional products need to be added.

#### **Duties of the Agent**

Carahsoft may terminate this Agreement immediately in the event that Agent should fail to perform any obligation, duty or responsibility imposed under the Schedule Contract or terms set forth in this Agreement. In consideration of appointment as an Agent under the Schedule Contract, Agent agrees to the following:

- a. Comply with the same terms and conditions regarding prices for Contract # GS-35F-0119Y, for sales made under the Schedule Contract;
- b. All Product/s covered by this Agreement shall be purchased through Carahsoft only;
- c. Be subject to audit by the Government, with respect to sales made under the Schedule Contract;
- d. Agent must obtain current quote and approval from Carahsoft prior to Agent quoting the customer;
- e. For sales under the Schedule Contract, any price variations lower than the current GSA Price must be approved by Carahsoft in writing;
- f. In order to provide proper pricing on each quote, Agent will be required to supply the quoted price to government for each line item on each opportunity under this agreement as part of the quoting process;
- g. GSA Prices are required to include the Industrial Funding Fee (IFF). The Agent should only quote prices to the Government that includes the appropriate IFF. Cost quotations from Carahsoft will **not** include the IFF. Agent should add IFF to their costs from Carahsoft unless otherwise noted in the quote. The current IFF rate is 0.75%.
- h. Agent will collect, report, and remit appropriate IFF fees (Contract Fees) to Carahsoft on a monthly basis.
- i. A Report of Sales shall be submitted to Carahsoft five (5) days following the completion of the monthly reporting period. \$0 sales reports are also required. Items sold through open market or non-GSA Schedule vehicles to customers must be clearly identified as such on the report. The report shall be submitted containing the following information as shown in Attachment B. Reports shall be submitted to: [ResellerReports@carahsoft.com](mailto:ResellerReports@carahsoft.com)
  - i. The date of sale,
  - ii. The customer name to which the sale was made,

- iii. The customer's P.O Number,
  - iv. The product/model sold-part # and description,
  - v. The quantity of each product/model sold,
  - vi. The price at which it was sold, including discounts,
  - vii. Agent's PO Number to Carahsoft, and
  - viii. All other significant sales order data.
- j. Following receipt of approved monthly report, Carahsoft will compute the applicable contract fees and invoice Agent for these fees. Agent agrees to remit payment for the contract fees within thirty (30) days of receipt of invoice.
- k. Upon request, Agent shall furnish, to Carahsoft, copies of all Purchase Orders received from the Government pursuant to this Agreement
- l. Agent agrees to notify Carahsoft immediately of any contractual problems associated with any Government ordering entity that involves the Schedule Contract;
- m. Agent agrees to permit Carahsoft, upon thirty days prior written notice, to conduct an annual review of its activities as they relate to this Agreement. The review shall focus on sales activities related to the Products. Information to be reviewed shall include, at a minimum, sales records, purchase orders, invoices, payment receipts, and related notes, emails or letters. Carahsoft may conduct an annual review of Agents at its own expense and in a manner to ensure the minimum disturbance to Agent's business as practicable. In the event discrepancies in the reported sales are discovered during the course of the annual review, an additional review may be required. Reviews beyond the annual review shall be performed at Agent's expense and may include reasonable professional fees for professional auditors, accountants or legal professionals.

### General Terms and Conditions

The Term of this Agreement shall be twelve (12) months from the effective date of this Agreement and shall renew for subsequent twelve (12) month periods unless terminated by either party. Either party may terminate this agreement, at will, at any time, with or without cause, by written notice given to the other not less than thirty (30) days prior to the effective date of such notice.

During the Term and for a period of twelve (12) months thereafter, neither Party shall solicit for employment nor employ, either directly or indirectly, for itself or for any third party (whether as an employee, independent contractor, consultant or otherwise): (i) any employee of the other Party; and/or (ii) any individual who was an employee of the other Party during the Term. This is an essential element of this Agreement and the Parties would not have entered into this Agreement without its incorporation. In the event either Party breaches this Clause, the other Party shall be entitled, without limiting any other rights or remedies it may have against the other, to receive an injunction against the other Party prohibiting such Party from violating this provision.

Product Delivery. Unless stated otherwise in a quote or other exhibit from Carahsoft, delivery of Products shall be F.O.B. manufacturer point of shipment, upon transfer to a common carrier and Agent shall assume all risk of loss or damage to Products while in transit. Agent shall be responsible for all costs of shipping, transportation, freight, insurance, taxes and similar items. Absent shipping instructions to the contrary, Carahsoft shall select methods and routes for shipment, but shall not assume any liability in connection with shipment or constitute any carrier as its agent.

Partial Shipments of Incomplete Orders. Carahsoft shall, at Agent's request, make partial shipments on account of Agent's Orders, in which case payment therefor shall be made to correspond to the occurrence of actual shipment, and payment for such partial shipments shall be due and payable on exactly the same terms and conditions provided herein. Subsequent delays in shipment or delivery of any other installment shall not relieve Agent of its obligation to accept delivery and remit payment for the remaining items in the Order(s).

Both parties are performing this Agreement as independent contractors. Nothing in this Agreement shall be construed to create the relationship of principal and agent. Neither party shall act or attempt to act or represent itself directly or by


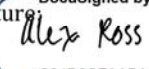
implication, as an agent of the other or in any manner assume or create any obligation on behalf of or in the name of the other.

Agent will act as the Prime Contractor; perform all administrative, reporting, invoicing and program management activities required by the Schedule order(s). Agent may name Carahsoft as a partner for GSA opportunities. This Agreement will not obligate Carahsoft in any way other than for the purposes stated herein.

Each party will (a) not use the other party's Confidential Information, except as necessary for the performance of this Agreement, and (b) not disclose Confidential Information received from the other party to any third party, except to those of its employees and subcontractors that need to know such Confidential Information for the performance of this Agreement, provided that each such employee and subcontractor is subject to a written agreement that includes binding use and disclosure restrictions that are at least as protective as those set forth herein. Each party will protect the other party's Confidential Information from unauthorized disclosure with at least the degree of care with which it protects its own Confidential Information of similar nature or importance, but in no case with less than a reasonable degree of care. Each party will notify the other party promptly of any breach of confidentiality with respect to the other party's Confidential Information.

"Confidential Information" means any non-public information received from a party, whether in written, electronic, verbal or other form, including but not limited to the Products, any documentation and information related to the Products, financing or personnel matter relating to either party, its present or future products, sales, suppliers, clients, resellers, employees, investors or business that is marked as "confidential" or "proprietary" that, if disclosed orally, is identified as "Confidential" at the time of disclosure, and is summarized in a writing sent by the disclosing party to the receiving party within thirty (30) days of any such disclosure; or that is reasonably recognizable as such by a person under similar circumstances as the parties. Confidential Information will not constitute information that is (a) already known to the receiving party at the time of disclosure without obligation of confidentiality; (b) independently developed by the receiving party without access to the Confidential Information of the disclosing party; (c) approved for the particular disclosure by the disclosing party beforehand and in writing; (d) is publicly known without breach of this Agreement; (e) lawfully received by the receiving party from a third party who had the right to make such disclosure without restriction on use or disclosure; or (f) required to be disclosed by order of a court or tribunal, but only if the receiving party promptly notifies the disclosing party in writing of such requirement, and cooperates with the other party to limit the scope of the disclosure or obtain a protective order.

The Agent hereby certifies that its participation in the performance of the Schedule Contract will be in accordance with all terms, conditions, and prices of the GSA Schedule Contract.

<b>Carahsoft Technology Corp</b>	<b>Agent: Optiv Security Inc.</b>
Name: Ellen Lord	Name: Alex Ross
Title: Contracts Manager	Title: Director of Legal Affairs
Signature: 	Signature:  <small>DocuSigned by: C04D6CFAABAF434...</small>
Date: 8-19-15	Date: 8/18/2015   8:06:58 AM PT

jcm 8.18.15

**Authorized Products**

The Agent's authorization extends only to the products as indicated below:

- CyberArk
- F5
- FireEye
- Good
- RSA
- SafeNet
- Splunk
- Symantec
- Tripwire



**Attachment B**

**Monthly Report of Sales**

Monthly Report of Sales to Carahsoft Technology Corp.

**ALL FIELDS REQUIRED IF GSA ORDER  
REQUIRED FOR ALL ORDERS (OM and GSA)**

Agent Name:  
Contact Name:  
Contact Telephone Number:  
Contact E-mail Address:  
Reporting Period

<u>Invoice Date</u>	<u>Customer Name/End User</u>	<u>Customer PO# (if CC first 4#s)</u>	<u>Item#</u>	<u>Item Description</u>	<u>Quantity</u>	<u>End User Unit Price</u>	<u>Extended End User Purchase Price</u>	<u>PO# to Carahsoft</u>	<u>GS-35F-0119Y or Open Market</u>	<u>Manufacturer</u>	<u>Quote Specific Agreement? List Quote Number if Yes Otherwise mark NO</u>
	Reseller's Customer/Government Agency Name	PO # from Customer to Reseller Partner OR first 4 digits of customer credit card#	GSA Part#	Item Description	Quantity Purchased	Unit Price paid to Reseller Partner	Qty x Unit Price paid to Reseller Partner	Reseller Partner's PO# to Carahsoft	Specify if the order was sold off Carahsoft's GSA.	Vendor of Product Purchased by Customer/EU Example: Vmware, Symantec, Adobe..	Applies only to deals where the Teaming Agreement was approved for a specific order.
							\$		Use Carahsoft's GSA Contract# if GSA.	One-off Teaming Agreements are issued by Carahsoft's Contracts Team.	
							\$		If no contract was used, mark as Open Market		
							\$				

Attachment CCompany Information

COMPANY INFORMATION			
Company Name:	Optiv Security		
Address:	1125 17th St., Suite 1700		
City, State & Zip:	Denver, CO 80202		
Main Phone #:	(303) 298-0600	D&B #:	01-946-6684
Business Type:	Large	# of Employees:	600
Tax ID #:	43-1806449		
<b>Ownership:</b>	<input type="checkbox"/> Partnership	<input type="checkbox"/> Proprietorship	Date Business Established: 1996
	<input checked="" type="checkbox"/> Corporation		
CONTACT INFORMATION			
	Name	Phone Number	Fax Number
Billing	Renee Jacobs	816-556-3545	
Sales	Sheri Stein	240-357-9853	
Contracts/Reports	Brenda Milam	304-596-1247	
			E-mail Address
			Renee.jacobs@optiv.com
			sheri.stein@optiv.com
			brenda.milam@optiv.com