

<b>State of Washington</b> Contracts, Procurement, & Risk Management Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	<b>CONTRACT AMENDMENT</b>	
	Contract No.:	06213
<b>Carahsoft Technology Corp.</b> 1860 Michael Faraday Dr, Suite #100 Reston, VA 20191	Amendment No.:	3
	Effective Date:	July 1, 2017

**THIRD AMENDMENT**  
**TO**  
**CONTRACT NO. 06213**  
**INFORMATION TECHNOLOGY SERVICES MANAGEMENT**  
**SOFTWARE & PROFESSIONAL SERVICES**

This Third Amendment ("Amendment") to Contract No. 06213 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Carahsoft Technology Corp, a Maryland corporation ("Contractor") and is effective as of July 1, 2017.

R E C I T A L S

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 06213 dated effective as of August 26, 2013 ("Contract").
- B. The Parties previously amended the Contract twice.
  - a. Amendment # 1 dated effective 12/19/13 amended Section 4.4 of the Master Contract with the following: "At least ninety (90), but not more than one-hundred twenty (120), calendar days before the end of the then-current term of this Master Contract, Contractor may propose Price increases by written notice to DES."
  - b. Amendment # 1 also specified that the services listed on Exhibit A of the Amendment are hereby added to the Price List attached as Schedule A to the Master Contract.
  - c. Amendment # 1 also specified that capitalized terms not otherwise defined in this Amendment have the meaning ascribed to them in the Master Contract.
  - d. Amendment # 2 dated effective as of 11/14/14 deleted Schedule A in its entirety and replaced it with a revised Schedule A, Price Listing with a listing of additional services to the Master Contract Price Listing.
- C. The Parties intend to amend the Contract to adjust the applicable Vendor Management Fee (VMF) for Contract purchases made on or after July 1, 2017. Contract purchases made prior to July 1, 2017 will be subject to the existing VMF and Contract purchases occurring on or after July 1, 2017 will be subject to the VMF set forth in this amendment.

- D. The Parties intend to amend the contract to replace Schedule A with an updated product and price list as attached.
- E. The amendment set forth herein is within the scope of the Contract.
- F. The Parties now desire to amend the Contract as set forth herein.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as previously amended, as follows:

1. **VENDOR MANAGEMENT FEE.** Sections 60 through 63 of the Contract are hereby amended by deleting the existing provisions in their entirety and inserting the following in lieu thereof:  

VENDOR MANAGEMENT FEE. Contractor shall pay to Enterprise Services a vendor management fee ("VMF") of 1.50 percent on the purchase price for all Contract sales (the purchase price is the total invoice price less applicable sales tax).

  - (a) The sum owed by Contractor to Enterprise Services as a result of the VMF is calculated as follows:  

$\text{Amount owed to Enterprise Services} = \text{Total Contract sales invoiced (not including sales tax)} \times .0150.$
  - (b) The VMF must be rolled into Contractor's current pricing. The VMF must not be shown as a separate line item on any invoice unless specifically requested and approved by Enterprise Services.
  - (c) Enterprise Services will invoice Contractor quarterly based on Contract sales reported by Contractor. Contractor shall not remit payment until it receives an invoice from Enterprise Services. Contractor's VMF payment to Enterprise Services must reference this Contract number, work request number (if applicable), the year and quarter for which the VMF is being remitted, and the Contractor's name as set forth in this Contract, if not already included on the face of the check.
  - (d) Failure to accurately report total net sales, to submit a timely usage report, or remit timely payment of the VMF, may be cause for Master Contract termination or the exercise of other remedies provided by law.
  - (e) Enterprise Services reserves the right, upon thirty (30) days advance written notice, to increase, reduce, or eliminate the VMF for subsequent purchases, and reserves the right to renegotiate Contract pricing with Contractor when any subsequent adjustment of the VMF might justify a change in pricing.
2. Effective as of the signing of this amendment, Schedule A shall be deleted in its entirety and replaced with a revised Schedule A (attached), with a listing of the pricing and products offered under this Master Contract.
3. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.

- 4. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
- 5. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
- 6. ELECTRONIC SIGNATURES. A signed copy of this Amendment or any other ancillary agreement transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
- 7. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**CARASOFT TECHNOLOGY CORP.  
A MARYLAND CORPORATION**

By: Bethany Blackwell  
Name: Bethany Blackwell  
Title: Sales Director  
Date: 6/29/2017

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

DocuSigned by:  
Elena McGrew  
By: DF07C807CCA342E...  
Name: Elena McGrew  
Title: IT Procurement Supervisor  
Date: 6/30/2017

SCHEDULE A			
Part Number	Description	MSRP List Price	State of WA Price
Category 1 (Sales/Service Cloud)			
205-0003	Lightning Service Cloud Professional Edition	\$ 900.00	\$ 868.17
205-0004	Lightning Service Cloud Enterprise Edition	\$ 1,800.00	\$ 1,736.34
205-0005	Lightning Service Cloud Unlimited Edition	\$ 3,600.00	\$ 3,472.69
Category 2 (Force 100 / Platform)			
205-0040	Employee Apps and Community (Add-on)	\$ 300.00	\$ 289.39
205-0009	Employee Apps and Community-only	\$ 300.00	\$ 289.39
205-0010	Lightning Force 100	\$ 900.00	\$ 868.17
205-0011	Lightning Force 100 (Administrator)	\$ 900.00	\$ 868.17
205-0017	Field Service Lightning - Dispatcher / Field Technician - Enterprise Edition	\$ 1,800.00	\$ 1,736.34
205-0018	Field Service Lightning - Dispatcher / Field Technician - Unlimited Edition	\$ 3,600.00	\$ 3,472.69
205-0130	Salesforce Government Case Connect - EE	\$ 3,600.00	\$ 3,472.69
205-0131	Salesforce Government Case Connect - UE	\$ 5,400.00	\$ 5,209.03
Category 3 (Customer Communities)			
205-0023	Customer Community Members	\$ 60.00	\$ 57.88
205-0024	Customer Community Logins	\$ 24.00	\$ 23.15
205-0025	Customer Community Plus Members	\$ 180.00	\$ 173.63
205-0026	Customer Community Plus Logins	\$ 72.00	\$ 69.45
Category 4 (Partner Communities)			
205-0027	Partner Community Members	\$ 300.00	\$ 289.39
205-0028	Partner Community Logins	\$ 120.00	\$ 115.76
Category 5 (Sandbox)			
205-0119	Sandbox (Developer Pro) - 5% NET Price	5% NET PRICE	5% NET PRICE
205-0120	Sandbox (Full Copy) - 30% NET Price	30% NET PRICE	30% NET PRICE
Category 6 (Support)			
205-0123	Premier Success Plan - 20% NET	20% NET PRICE	20% NET PRICE
205-0122	Premier+ Success Plan - 30% NET	30% NET PRICE	30% NET PRICE
205-0124	Government Cloud Premier+ (Enterprise Edition) - 35% NET Price	35% NET PRICE	35% NET PRICE
205-0125	Government Cloud Premier+ (Unlimited Edition) - 10% NET Price	10% NET PRICE	10% NET PRICE

Category 7 (Additional Salesforce Add-on Products)			
205-0053	Desk.com - Standard	\$ 240.00	\$ 231.51
205-0054	Desk.com - Pro	\$ 720.00	\$ 694.54
205-0055	Desk.com - Business Plus	\$ 1,200.00	\$ 1,157.56
205-0056	Desk.com - Flex Bundle 1 (20 hours)	\$ 360.00	\$ 347.27
205-0057	Desk.com - Flex Bundle 2 (50 hours)	\$ 780.00	\$ 752.42
205-0058	Desk.com - Flex Bundle 3 (100 hours)	\$ 1,380.00	\$ 1,331.20
205-0059	Desk.com - Flex Bundle 4 (250 hours)	\$ 3,000.00	\$ 2,893.90
205-0060	Desk.com - Flex Bundle 5 (500 hours)	\$ 5,100.00	\$ 4,919.64
205-0061	Desk.com - Portal SSL	\$ 348.00	\$ 335.69
205-0062	Desk - Configuration + (Tier 1)	\$ 4,500.00	\$ 4,340.86
205-0063	Desk - Configuration + (Tier 2)	\$ 6,500.00	\$ 6,270.13
205-0064	Desk - Advanced Branding	\$ 4,000.00	\$ 3,858.54
205-0065	Desk - Data Import	\$ 2,500.00	\$ 2,411.59
205-0066	Desk.com- Advanced Branding Multi-brand	\$ 500.00	\$ 482.32
205-0067	Desk.com- Advanced Branding Multi-lingual	\$ 150.00	\$ 144.70
205-0071	Additional API Calls - 10000 per day (price is per org)	\$ 300.00	\$ 289.39
205-0075	Data Storage (50MB) (price is per org)	\$ 300.00	\$ 289.39
205-0076	Data Storage (500MB) (price is per org)	\$ 1,500.00	\$ 1,446.95
205-0077	Data Storage (10GB) (price is per org)	\$ 12,000.00	\$ 11,575.62
205-0078	File Storage (10GB) (price is per org)	\$ 498.00	\$ 480.39
205-0079	File Storage (1TB) (price is per org)	\$ 3,600.00	\$ 3,472.69
205-0080	Files Connect	\$ 84.00	\$ 81.03
205-0081	Identity Only	\$ 60.00	\$ 57.88
205-0082	Identity Connect	\$ 12.00	\$ 11.58
205-0086	Weekly Export Service (price per org)	\$ 900.00	\$ 868.17
Category 8 (App Exchange Products)			
205-0144	App Exchange ITSM Products - 5% off MSRP	5% off MSRP	5% off MSRP

Category 10 (Wave/Analytics Cloud)			
205-0019	Analytics Cloud - Wave Analytics Platform	\$ 1,800.00	\$ 1,736.34
205-0020	Analytics Cloud - Wave for Communities	\$ 300.00	\$ 289.39
205-0021	Analytics Cloud - Sales Wave Analytics App	\$ 900.00	\$ 868.17
205-0146	Analytics Cloud - Service Wave Analytics App	\$ 900.00	\$ 868.17
205-0022	Analytics Cloud - Additional Data Rows (100 Million)	\$ 48,000.00	\$ 46,302.47
Category 11 (Salesforce Add-on Other)			
205-ADD	Salesforce Add-on ITSM Other - 5% off MSRP	5% off MSRP	5% off MSRP
Category 12 (On-Site Training)			
205-0148	Training - Price is per Day + Expenses) - 5% off MSRP	5% off MSRP	5% off MSRP
Category 13 (Services)			
PS-SE	Professional Services - 5% off MSRP	5% off MSRP	5% off MSRP
Category 14 (Legacy Products - Renewals and Add-ons Only)			
204-1302-L	<i>Sales Cloud Lightning CRM - Enterprise Edition (RO + Addon)</i>	<i>\$ 1,800.00</i>	<i>\$ 1,736.34</i>
204-1306-L	<i>Service Cloud Lightning CRM - Enterprise Edition (RO + Addon)</i>	<i>\$ 1,800.00</i>	<i>\$ 1,736.34</i>
204-1307-L	<i>Service Cloud Lightning CRM - Unlimited Edition (RO + Addon)</i>	<i>\$ 3,600.00</i>	<i>\$ 3,472.69</i>
204-1316-L	<i>Force.com - Unlimited Edition (RO + Addon)</i>	<i>\$ 1,800.00</i>	<i>\$ 1,736.34</i>
204-1319-L	<i>Force.com Enterprise Edition (Administrator) (RO + Addon)</i>	<i>\$ 600.00</i>	<i>\$ 578.78</i>
204-1320-L	<i>Force.com Unlimited Edition (Administrator) (RO + Addon)</i>	<i>\$ 900.00</i>	<i>\$ 868.17</i>
204-1482-L	<i>Customer Community Logins (2000 Logins/Month) (RO + Addon)</i>	<i>\$ 12,000.00</i>	<i>\$ 11,575.62</i>
204-1453-L	<i>Force.com - Unlimited Edition (Enterprise Applications)</i>	<i>\$ 300.00</i>	<i>\$ 289.39</i>
204-1289-L	<i>Remedyforce (Administrator)</i>	<i>\$ 79.00</i>	<i>\$ 75.65</i>
204-1303R-L	<i>Sales Cloud Lightning CRM - Unlimited Edition (Restricted Use)</i>	<i>\$ 3,600.00</i>	<i>\$ 3,472.69</i>
204-1473-L	<i>Partner Community Logins (200 Logins/Month)</i>	<i>\$ 24,000.00</i>	<i>\$ 23,151.23</i>
204-1452-L	<i>Force.com - Enterprise Edition (Enterprise Applications)</i>	<i>\$ 300.00</i>	<i>\$ 289.39</i>
204-1469-L	<i>Partner Community - (100 Members)</i>	<i>\$ 30,000.00</i>	<i>\$ 28,939.04</i>
204-1565-L	<i>Customer Community Plus (200 Logins/Month)</i>	<i>\$ 9,000.00</i>	<i>\$ 8,681.71</i>
204-1314-L	<i>Unlimited Edition (Knowledge-only)</i>	<i>\$ 600.00</i>	<i>\$ 578.78</i>
204-1483-L	<i>Customer Community - (20,000 Logins/month)</i>	<i>\$ 60,000.00</i>	<i>\$ 57,878.09</i>
204-1454-L	<i>Force.com - Enterprise Edition (Light Applications)</i>	<i>\$ 120.00</i>	<i>\$ 115.76</i>
204-200004696	<i>Social Studio - Social Hub - Basic (With 15Actions)</i>	<i>\$ 9,600.00</i>	<i>\$ 9,260.49</i>
204-200004713	<i>Social Studio - 50000 Additional Mentions</i>	<i>\$ 12,000.00</i>	<i>\$ 11,575.62</i>
204-200004692	<i>Social Studio- Listen &amp; Engage Basic</i>	<i>\$ 12,000.00</i>	<i>\$ 11,575.62</i>