Carahsoft Technology Corp.
Master Cloud Services Agreement
Amendment 3

This Amendment to the Master Cloud Services Agreement (MCSA0016), is between Carahsoft Technology Corp. ("Service Provider) having an office at 1860 Michael Faraday Drive, Suite 100, Reston, VA 20190, and the State of Ohio, Department of Administrative Services ("the State"), having its principal place of business at 30 East Broad Street, 40th Floor, Columbus, Ohio 43215 (jointly referred hereto as the "Parties"), and is effective as of the date signed by the State. It amends that certain Master Cloud Services Agreement between the Parties dated August 14, 2013.

Purpose. The Amendment is being executed to add the following:

1. Dealers and Distributors provisions as a subsection to Section 1.7 Relationship of Parties and Subscribing Entity(s) of the Master Cloud Services Agreement, and
2. The addition of Brown Enterprise Solutions, LLC as a dealer on the CBTS Master Cloud Services Agreement.

1.7.1 Dealers and Distributors.

The State authorizes the Service Provider to name one or more dealers to work with the State on behalf of the Service Provider. But if the Service Provider decides to use any dealers, the Service Provider must submit the name, principal business address, addresses for Orders and for payments, and telephone number. The Service Provider also must submit a completed W9 form for each dealer it wishes to name under this section. The Service Provider's submission must be on its official letterhead, signed by an authorized representative, and addressed to the address listed here:

Ohio Department of Administrative Services
Office of Information Technology
Enterprise IT Contracting
30 E. Broad Street, 39th Floor
Columbus, Ohio 43215

In doing so, the Service Provider warrants that:

i. The Service Provider has provided the dealer with a copy of this Agreement, and a duly authorized representative of the dealer has agreed, in writing, to be bound by the terms and conditions in this Agreement.
ii. Such agreement specifically provides that it is for the benefit of the State as well as the Service Provider.
iii. The Service Provider will remain liable under this Agreement for the Services of its dealers and will remedy any breach of any of its dealers under this Agreement.
iv. Payments under this Agreement for the Services of any dealer may be made directly to that dealer, and the Service Provider will look solely to the dealer for any payments due to the Service Provider once the State has paid the dealer.
v. To the extent that there is any liability to the State arising from doing business with a dealer that has not signed the Agreement required under this section with the Service Provider, the Service Provider will indemnify the State for such liability.

If the Service Provider wants to designate a dealer that will not receive payments (a "distributor"), the Service Provider may do so by identifying the person or organization as a distributor in the authorizing letter. In such cases, information regarding taxpayer identification and payment addressing may be omitted, as may the distributor's W9 form. All other requirements and obligations for designating a dealer apply to designating a distributor.

The State strongly encourages the participation of small and disadvantaged businesses in its contracting programs and has created certification programs for Minority Business Enterprises (MBEs) and to Encourage Diversity Growth and Equity (EDGE) in State contracting.

Addition of Dealer / Distributor. The Service Provider is adding Brown Enterprise Solutions, LLC to the MCSA agreement with the State of Ohio as a dealer per Subsection 1.7.1 Dealers and Distributors, of the MCSA.

Dealer Information:
Name: Brown Enterprise Solutions, LLC
Principal Business Address: 5935 Wilcox Place, Suite E
Dublin, OH 43016

Address for Orders and Payments:
5935 Wilcox Place, Suite E
Dublin, OH 43016

Telephone Number: 614-588-0248

Authorization of Distributor: Attached
Distributor's Acceptance: Attached

In Witness Whereof, the Parties have executed this Amendment, which is effective on the date the State's Authorized representative signs it on behalf of the State, ("Effective Date").

CARAHSOFT TECHNOLOGY CORPORATION	**STATE OF OHIO, DEPARTMENT OF ADMINISTRATIVE SERVICES**
Ellen Lord	Robert Blair/jes
Signature	**Signature**
Ellen Lord	Robert Blair
Printed Name	**Printed Name**
Contracts Manager	Director
Title	**Title**
02/24/2016	2/24/16
Date	**Effective Date**

carahsoft

February 24, 2016

Mr. Eric Glenn
Department of Administrative Services
Office of Information Technology
Enterprise Information Technology Contracting
30 East Broad Street, 39th Floor
Columbus, OH 43215

Subject: Authorization of Distributor

Dear Mr. Glenn:

Carahsoft Technology Corporation (Carahsoft) hereby names Brown Enterprise Solutions as its authorized distributor for purposes of Master Cloud Services Agreement ("MCSA") contract number MCSA0003. By signing this letter, Carahsoft Technology Corporation authorizes [Distributor Name] to offer the products and services listed on our MCSA contract to the State of Ohio under the terms and conditions of our MCSA contract.

If Brown Enterprise Solutions fails to perform its obligations under our MCSA contract, Brown Enterprise Solutions agrees to perform in place of Brown Enterprise Solutions and assume the obligations of Brown Enterprise Solutions to the State under our MCSA contract.

If Carahsoft withdraws its authorization to Brown Enterprise Solutions to offer the products or services listed on our MCSA contract, Carahsoft must notify the Department of Administrative Services, Office of Information Technology, in writing. Further, Carahsoft agrees that the authorization of Brown Enterprise Solutions in this letter will remain effective until the Department of Administrative Services, Office of Information Technology, receives written notification that Carahsoft has withdrawn its authorization to Brown Enterprise Solutions or until our MCSA contract ends. Brown Enterprise Solutions is authorized to receive payments for products and services.

If the State has any questions concerning this matter, please contact Ellen Lord at 703-871-8679, contracts@carahsoft.com.

Sincerely,

Ellen Lord

Ellen Lord
Contracts Manager
Carahsoft Technology Corporation

cc: Brown Enterprise Solutions

Brown Enterprise Solutions
5935 Wilcox Place, Suite E
Dublin, OH 43016
Phone: 614-588-0248
Fax: 614-588-0272

Mr. Eric Glenn
Department of Administrative Services
Office of Information Technology
Enterprise Information Technology Contracting
30 East Broad Street, 39th Floor
Columbus, OH 43215

2/23/2016

Subject: Addition of Brown Enterprise Solutions LLC to Carahsoft Technology Corp.'s MCSA Contract

Dear Mr. Glenn:

Brown Enterprise Solutions LLC offers to do business with the State of Ohio (the "State") under the terms and conditions of Master Cloud Services Agreement Contract Number MCSA00016 in accordance with the authorization letter from Carahsoft Technology Corp. to the State, dated 2/23/2016, a copy of which is attached to this letter. George brown will be Brown Enterprise Solutions LLC contact. His/her office address is 5935 Wilcox Place Suite E Dublin, Ohio 43016, his/her telephone number is 614-588-0248 Ext 11 and e-mail address is gbrown@besolutions.org. Purchase orders to Brown Enterprise Solutions LLC should be sent to the following address:

Brown Enterprise Solutions LLC
5935 Wilcox Place Suite E
Dublin, Ohio 43016
gbrown@besolutions.org

Invoices from Brown Enterprise Solutions will be sent to the State from the following address:

Brown Enterprise Solutions LLC
5935 Wilcox Place Suite E
Dublin, Ohio 43016

Brown Enterprise Solutions LLC Tax Identification Number is 90 0353698
Brown Enterprise Solutions LLC DUNS Number is 11-14-17676

Brown Enterprise Solutions LLC agrees to be bound by all terms, conditions, and pricing set in Carahsoft Technology Corp.'s MCSA contract. Brown Enterprise Solutions LLC also agrees not to offer products or services to the State under that MCSA contract that are not authorized by Carahsoft Technology Corp. in the attached authorization letter. If Carahsoft Technology Corp. subsequently withdraws its authorization to Brown Enterprise Solutions LLC to offer products or services under its MCSA contract, Brown Enterprise Solutions may no longer accept orders under that MCSA contract and agrees that the State may terminate the MCSA contract as to Brown Enterprise Solutions LLC. If Brown Enterprise Solutions LLC fails to comply with this paragraph, Brown Enterprise Solutions LLC agrees that the State will be entitled to pursue any legal or equitable remedies available to it.

Sincerely,

George Brown
President
Brown Enterprise Solutions LLC