

**Carahsoft Technology Corp.  
Master Cloud Services Agreement  
Amendment 4**

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, 40<sup>th</sup> 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 Digitek Software, Inc. 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, 39<sup>th</sup> 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 Digitek Software, Inc. 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: Digitek Software, Inc.  
Principal Business Address: 650 Radio Drive]  
Lewis Center, OH 43035

Address for Orders and Payments:  
650 Radio Drive  
Lewis Center, OH 43035

Telephone Number: 614-764-8875

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").

**CARASOFT TECHNOLOGY  
CORPORATION**

**STATE OF OHIO,  
DEPARTMENT OF ADMINISTRATIVE  
SERVICES**

*Ellen Lord*

*Robert Blair/SOS*

Signature

Signature

Ellen Lord

Robert Blair

Printed Name

Printed Name

Contracts Manager

Director

Title

Title

March 1, 2016

*3/3/16*

Date

Effective Date

February 29, 2016

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

Subject: Authorization of Distributor

Dear Mr. Glenn:

Carahsoft Technology Corporation hereby names Digitek Software Inc. as its authorized distributor for purposes of Master Cloud Services Agreement ("MCSA") contract number MCSA0003. By signing this letter, Carahsoft Technology Corporation authorizes Digitek Software Inc. 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 Digitek Software Inc. fails to perform its obligations under our MCSA contract, Carahsoft Technology Corporation agrees to perform in place of Digitek Software Inc. and assume the obligations of Digitek Software Inc. to the State under our MCSA contract.

If Carahsoft Technology Corporation withdraws its authorization to Digitek Software Inc. to offer the products or services listed on our MCSA contract, Carahsoft Technology Corporation must notify the Department of Administrative Services, Office of Information Technology, in writing. Further, Carahsoft Technology Corporation agrees that the authorization of [Distributor Name] in this letter will remain effective until the Department of Administrative Services, Office of Information Technology, receives written notification that Carahsoft Technology Corporation has withdrawn its authorization to Digitek Software Inc. or until our MCSA contract ends Digitek Software Inc. 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](mailto:contracts@carahsoft.com).

Sincerely,



Ellen Lord  
Contracts Manager  
Carahsoft Technology Corporation

cc: Digitek Software Inc.

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: Addition of Digitek Software, Inc to Carahsoft Technology, Corp.'s MCSA Contract

Dear Mr. Glenn:

Digitek Software, Inc. offers to do business with the State of Ohio (the "State") under the terms and conditions of Master Cloud Services Agreement Contract Number MCSA0003 in accordance with the authorization letter from Carahsoft Technology Corp. to the State, dated 02/26/2016, a copy of which is attached to this letter. Mr. Chetan Bhuta will be Digitek Software, Inc.'s contact. His/her office address is 650 Radio Drive, Lewis Center, OH 43035, his/her telephone number is 614-764-8875 and e-mail address is chetan@digiteksoftware.com. Purchase orders to Digitek Software, Inc. should be sent to the following address:

Digitek Software, Inc.  
650 Radio Drive,  
Lewis Center, OH 43035  
chetan@digiteksoftware.com

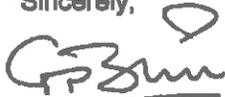
Invoices from Digitek Software, Inc. will be sent to the State from the following address:

Digitek Software, Inc  
650 Radio Drive,  
Lewis Center, OH 43035

Digitek Software, Inc 's Tax Identification Number is 31-1411607  
Digitek Software, Inc.'s DUNS Number is 95-897-4008

Digitek Software, Inc. agrees to be bound by all terms, conditions, and pricing set in Carahsoft Technology Corp.'s MCSA contract. Digitek Software, Inc. 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 Digitek Software, Inc. to offer products or services under its MCSA contract, Digitek Software, Inc may no longer accept orders under that MCSA contract and agrees that the State may terminate the MCSA contract as to Digitek Software, Inc. If Digitek Software, Inc. fails to comply with this paragraph, Digitek Software, Inc agrees that the State will be entitled to pursue any legal or equitable remedies available to it.

Sincerely,



Chetan Bhuta  
President