

## Cooperative Contract Reseller Agreement

### Agreement # CCRA-SLT-031519

This Cooperative Contract Reseller Agreement ("CCRA") is made between Carahsoft Technology Corp. with its offices at 1860 Michael Faraday Drive, Suite 100, Reston, VA 20190 (Carahsoft) (The National Cooperative Purchasing Alliance Contract (NCPA) #01-86) and SLAIT Consulting, LLC, an ePlus Technology company with its primary offices at 13595 Dulles Technology Drive, Herndon, VA 20171 (Reseller).

Under this CCRA, Carahsoft agrees to allow Reseller to place orders against their NCPA Contract # 01-86. Orders under this Reseller Agreement are subject to the terms and conditions of the aforementioned Cooperative Contract.

This CCRA applies only to Rubrik products.

The Term of this CCRA shall be twelve (12) months from the effective date of this CCRA and shall renew for subsequent twelve (12) month periods unless terminated by either party, or until the contract expires. 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.

Both parties are performing this CCRA as independent contractors. Nothing in this CCRA shall be construed to create the relationship of principal and Reseller between Carahsoft and Reseller. Neither party shall act or attempt to act or represent itself directly or by implication, as a Reseller of the other or in any manner assume or create any obligation on behalf of or in the name of the other.

**Non-solicitation.** Reseller agrees that during the existence of the Agreement and for a period of twelve (12) months thereafter, Reseller shall not solicit, entice away, endeavor to employ or employ any employee or other representative of Carahsoft without Carahsoft giving its written consent thereto.

**Limitation of Liability** Carahsoft's total cumulative liability in connection with this agreement and the software for any claim of any kind, shall in no case exceed the amount paid by reseller to Carahsoft for the products and demo software in the twelve (12) months prior to the claim.

**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 Reseller shall assume all risk of loss or damage to Products while in transit. Reseller 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 Reseller's request, make partial shipments on account of Reseller'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 Reseller of its obligation to accept delivery and remit payment for the remaining items in the Order(s).

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

Carahsoft may terminate this CCRA immediately in the event that Reseller should fail to perform any obligation, duty or responsibility imposed under Carahsoft's Cooperative Contract or terms set forth in this CCRA. In consideration of appointment as a Reseller under Carahsoft's Cooperative Contract, Reseller agrees to the following:

- a. Comply with the same terms and conditions regarding prices as Carahsoft's Contract #01-86, for sales made under the Cooperative Contract;
- b. Product/s covered by this CCRA shall be purchased through Carahsoft only when utilizing Carahsoft's NCPA Contract # 01-86;
- c. Be subject to audit by the State, with respect to sales made under the Cooperative Contract;
- d. opportunity under this agreement as part of the quoting process;
- e. Notify Carahsoft immediately of any contractual problems associated with any ordering entity that involves the Cooperative Contract;
- f. For sales under the Cooperative Contract, any price variations lower than the current Contract Price must be approved by Carahsoft in writing;
- g. Reseller agrees to supply copies of end user orders to Carahsoft upon request;
- h. Reseller 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 Reseller at its own expense and in a manner to ensure the minimum disturbance to Reseller's business as practicable. In the event a discrepancy in excess of 5% of reported sales is discovered during the course of the annual review, an additional review may be required. Reviews beyond the annual review shall be performed at Reseller's expense and may include reasonable professional fees for professional auditors, accountants or legal professionals.
- 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-contract vehicles to customers must be clearly identified as such on the report. The report shall be submitted containing the following information as shown in Att. A. Reports shall be submitted to: [ResellerReports@carahsoft.com](mailto:ResellerReports@carahsoft.com)

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| (1) The date of sale,                              | (6) The price at which it was sold, including discounts, |
| (2) The customer name to which the sale was made,  | (7) Your PO Number to us, and                            |
| (3) The customer's P.O Number,                     | (8) All other significant sales order data.              |
| (4) The product/model sold-part # and description, |  |
| (5) The quantity of each product/model sold,       |  |

Following receipt of approved monthly report, Carahsoft will compute the applicable contract fee (2%) and invoice Reseller for these fees. Reseller agrees to remit payment for the contract fees with thirty (30) days of receipt of invoice. This fee is subject to change upon notification from NCPA to Carahsoft. Carahsoft will notify the Reseller of the Fee change which will take place immediately.

If there are conflicts with any of the Terms and Conditions set forth in this Agreement and the terms and conditions set forth in Carahsoft's NCPA Contract #01-86, the terms and conditions in NCPA Contract #01-86 take precedence.

The Reseller hereby certifies that its participation in the performance of the Cooperative Contract will be in accordance with all terms, conditions, and prices of the Carahsoft Cooperative Contract.

<b>Carahsoft Technology Corp</b>	<b>SLAIT Consulting, LLC</b>
Name: Kristina Smith	Name:
Title: Contracts Manager	Title: STEVEN MENCARINI SENIOR VICE PRESIDENT
Signature: <i>Kristina Smith</i>	Signature: 
Date: 03/15/19	Date: <i>3/15/19</i>

Attachment B

Company Information

COMPANY INFORMATION				
(If already on file with Carahsoft, only fill POC info)				
Company Name: SLAIT Consulting LLC				
Address: 100 Landmark Square				
City, State & Zip: Virginia Beach, VA 23452				
Main Phone #: (757) 313-6500			D&B #: 06-024-6423	
Business Type: LLC			# of Employees: 325	
Tax ID #: 20-2709031				
Ownership:		Date Business Established:		
<input type="checkbox"/> Proprietorship <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Corporation		Oct 1990		
CONTACT INFORMATION				
	Name	Phone Number	Fax Number	E-mail Address
Billing	Elizabeth Deans	(757) 313-6500	(757) 313-6501	elizabeth.deans@eplus.com
Sales	Mike McGhee	(804) 612-0617	(804) 270-1091	mike.mcgee@eplus.com
Contracts/Reports	Debbie Keenan	(757) 313-6500	(757) 313-6501	debbie.keenan@eplus.com

CARASOFT TECHNOLOGY CORP.  
 1560 Michan Parasole Drive | Suite 100 | Reston, VA 20190  
 PHONE (703) 871-8500 | FAX (703) 871-8505  
[WWW.CARASOFT.COM](http://WWW.CARASOFT.COM)



Attachment A

Monthly Report of Sales


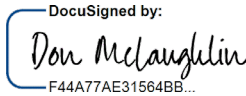
<u>Reseller:</u>	
<u>Contact Name:</u>	
<u>Contact Tel, Email:</u>	
<u>Reporting Period:</u>	

<u>Date of Sale</u>	<u>Cust. Name/End User</u>	<u>Cust. PO # (if CC, first 4 #s)</u>	<u>Item #</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Ext. Price</u>	<u>PO # to Carahsoft</u>	<u>NCPA or OM</u>	<u>Comments</u>

## Amendment #10 to Agreement CCRA-SLT-031519

Please be advised that ePlus Technology with its primary offices at 13595 Dulles Technology Drive, Herndon, VA and Carahsoft Technology Corp. have entered into an agreement dated 03-15-19 whereas ePlus Technology is authorized to quote on Carahsoft Technology Corp.'s NCPA 01-86.

The only purpose of this addendum is to update the agreement to add Mimecast products. All terms and conditions of the previous agreement remain the same. Please feel free to contact us at [contracts@carahsoft.com](mailto:contracts@carahsoft.com) with any questions you may have.

<b>Carahsoft Technology Corp</b>	<b>ePlus Technology, inc.</b>
Name: Kristina Smith	Name: Don McLaughlin
Title: Contracts Manager	Title: Senior VP Contracts
Signature: 	Signature: 
Date: 2-28-23	Date: 2/28/2023

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