



Amendment # 1 to Agreement # TA-XIT-041317

Please be advised that XentIT and Carahsoft Technology Corp. have entered into an agreement dated 4/13/17 whereas XentIT is authorized to quote on Carahsoft Technology Corp.'s Schedule Contract GS-35-F-0119Y.



The purpose of this amendment is to update the requirements under Section 12.

- a. Comply with the pricing terms and conditions of 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. Teaming Partner must obtain current quote and approval from Carahsoft prior to Teaming Partner quoting the End User;
- e. In order to provide proper pricing on each quote, Teaming Partner will be required to supply the quoted price to the End User for each line item on each opportunity under this Agreement as part of the quoting process;
- f. GSA prices are required to include the Industrial Funding Fee ("IFF"). The Teaming Partner should only quote prices to the End User that includes the appropriate IFF. Cost quotations from Carahsoft will not include the IFF. Teaming Partner should add the IFF to their costs from Carahsoft unless otherwise noted in the quote. The current IFF rate is 0.75%.
- g. End User purchase orders shall be included with Teaming Partner's purchase order to Carahsoft;
- h. Carahsoft will compute the applicable IFF based on the End User price and invoice Teaming Partner for these fees.
- i. Teaming Partner agrees to make payment in full to Carahsoft for all amounts due within thirty (30) days receipt of invoice unless otherwise agreed to in writing and stated as such on the Carahsoft invoice. Teaming Partner also agrees to pay Carahsoft, as interest, an amount equal to 1.5% per month or the maximum permitted by law, for invoice amounts which are past due. Should Teaming Partner default in any such payment, Carahsoft shall have the right, without notice to Teaming Partner, to declare all invoice amounts immediately due and payable. In the event Carahsoft should commence any action or actions, or otherwise seek to enforce this section i. against Teaming Partner, Teaming Partner agrees to pay reasonable attorney(s) fees, court costs, and other expenses incurred by Carahsoft whether or not a suit is filed.
- j. Teaming Partner agrees to notify Carahsoft immediately of any contractual problems associated with any Government ordering entity that involves the Schedule Contract;
- k. Teaming Partner agrees to permit Carahsoft, upon thirty (30) 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 Teaming Partners at its own expense and in a manner to ensure the minimum disturbance to Teaming Partner'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 Teaming Partner's expense and may include reasonable professional fees for professional auditors, accountants or legal professionals.

All other terms and conditions of the previous agreement remain the same.



Please feel free to contact us at contracts@carahsoft.com with any questions you may have.

Carahsoft Technology Corp	Teaming Partner
Name: Ellen Lord	Name: Tariq Alvi
Title: Contracts Manager	Title: President
Signature: 	Signature: 
Date: 1/18/18	Date: 01/17/2018