

April 13, 2017

Thank you for your interest in doing business with Carahsoft. Please read the attached agreement carefully, and do not hesitate to reach out to us with questions.

We want you to be fully aware of, and understand the items you will be responsible for.

Please make special note of these items prior to signing the agreement:

- Your quotes to the customer should include the IFF fee. You will be invoiced for and remit this fee amount to Carahsoft on a monthly basis. It is your responsibility to understand that this fee is based on the End User price paid and you will be invoiced this amount.
- You are also responsible for submitting monthly sales reports to Carahsoft by the due date so that we can comply with the mandated GSA reporting schedule. We will do our best to assist you on completing these reports if you need it, but we have to have all your items correctly computed and reported.
- Also, please make sure to fill out Attachment B, which is the company info page. We cannot return the fully executed agreement to you until we have that completed.

We look forward to doing business with you,

Ellen Lord
Contracts Manager
contracts@carahsoft.com

GSA Schedule Team Arrangement
Carahsoft Technology Corp.
GS-35F-0119Y

Agreement # TA-XIT-041317

This GSA Contractor Team Arrangement ("CTA") is made and entered into as of the last date of the signature below ("Effective Date") by and between Carahsoft Technology Corp. with its offices at 1860 Michael Faraday Drive, Suite 100, Reston, VA 20190-5328 (Carahsoft) and XentIT, with its primary offices at 2138 Priest Bridge Ct, Suite 1, Crofton, MD 21114 (Teaming Partner).



WHEREAS, Carahsoft maintains a GSA Multiple Award Schedule ("MAS") contract, number GS-35F-0119Y;

WHEREAS, Teaming Partner maintains a GSA MAS contract, number GS-35F-075CA

In accordance with the Federal Supply Schedule program and Federal Acquisition Regulation 9.6, Teaming Partner and Carahsoft hereby enter into this Agreement to meet continuing opportunities with U.S. Federal Government Agencies and other qualified GSA Authorized Buyers that can be met through a team solution for providing certain products and/or services ("Products"). The General Terms and Conditions comprising the body of this Agreement set forth the general terms of this arrangement.

Additional Documents

- ☐ Attachment A – Authorized Products
- ☐ Attachment B – Contact Information
- ☐ Attachment C – Monthly Report of Sales

Carahsoft Technology Corp	Teaming Partner
Name: Ellen Lord	Name: Tariq Alvi
Title: Contracts Manager	Title: President
Signature: 	Signature: 
Date: 4/13/2017	Date: 04/13/2017

General Terms and Conditions

1. Teaming Partner is providing support, generating sales interest, and has otherwise identified continuing opportunities with U.S. Federal Government Agencies ("Government") that can be met through a team solution consisting of Products included in Teaming Partner's GSA MAS Contract, Contract # GS-35F-075CA and Carahsoft's GSA MAS Contract Number GS-35F-0119Y. Teaming Partner and Carahsoft will work together to support this Team Solution.
2. Teaming Partner will be the "Team Leader" and Carahsoft will be the "Team Member."
3. As the Team Leader, Teaming Partner will perform all administrative, reporting, invoicing and program management activities required by the Schedule order(s). Teaming Partner may name Carahsoft as a partner for GSA opportunities. This CTA will not obligate Carahsoft in any way other than for the purposes stated herein.
4. Each party is responsible to the Government for its performance and must abide by the terms and conditions of its MAS GSA Contract. Each party is responsible for paying the Industrial Funding Fee (IFF) for every schedule Product supplied or provided on its GSA MAS under this arrangement. Carahsoft and Teaming Partner shall separately and individually report to GSA their respective revenue under this Agreement. That is, Carahsoft, under its MAS contract, shall report revenue for products and services sold under GS-35F-0119Y; Teaming Partner, under its MAS contract, shall report any products or services sold under its GSA Schedule Contract;
5. 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 Team Leader shall assume all risk of loss or damage to Products while in transit. Team Leader 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 Team Leader.
6. Partial Shipments of Incomplete Orders. Carahsoft shall, at Team Leader's request, make partial shipments on account of Team Leader'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 Team Leader of its obligation to accept delivery and remit payment for the remaining items in the Order(s).
7. Both parties are performing this Agreement as independent contractors. The Parties hereto have not created a partnership and nothing contained in this Agreement shall in any manner whatsoever constitute any Party the partner or legal representative of any other Party, nor create any fiduciary relationship between them for any purpose whatsoever except that Teaming Partner may act as a limited Teaming Partner of Carahsoft for the sole purpose of soliciting and fulfilling orders pursuant to this Agreement.
8. The Term of this Agreement shall be twelve (12) months from the effective date of this Agreement and shall renew for subsequent twelve (12) month periods unless terminated by either party. 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.
9. During the Term and for a period of twelve (12) months thereafter, neither Party shall solicit for employment nor employ, either directly or indirectly, for itself or for any third party (whether as an employee, independent contractor, consultant or otherwise): (i) any employee of the other Party; and/or (ii) any individual who was an employee of the other Party during the Term. This is an essential element of this Agreement and the Parties would not have entered into this Agreement without its incorporation. In the event either Party breaches this Clause, the other Party shall be entitled, without limiting any other rights or remedies it may have against the other, to receive an injunction against the other Party prohibiting such Party from violating this provision.
10. Carahsoft may terminate this CTA immediately in the event that Teaming Partner should fail to perform any obligation, duty or responsibility imposed under Carahsoft's Schedule Contract or terms set forth in this CTA.

11. Each party will (a) not use the other party's Confidential Information, except as necessary for the performance of this Agreement, and (b) not disclose Confidential Information received from the other party to any third party, except to those of its employees and subcontractors that need to know such Confidential Information for the performance of this Agreement, provided that each such employee and subcontractor is subject to a written agreement that includes binding use and disclosure restrictions that are at least as protective as those set forth herein. Each party will protect the other party's Confidential Information from unauthorized disclosure with at least the degree of care with which it protects its own Confidential Information of similar nature or importance, but in no case with less than a reasonable degree of care. Each party will notify the other party promptly of any breach of confidentiality with respect to the other party's Confidential Information.

"Confidential Information" means any non-public information received from a party, whether in written, electronic, verbal or other form, including but not limited to the Products, any documentation and information related to the Products, financing or personnel matter relating to either party, its present or future products, sales, suppliers, clients, resellers, employees, investors or business that is marked as "confidential" or "proprietary" that, if disclosed orally, is identified as "Confidential" at the time of disclosure, and is summarized in a writing sent by the disclosing party to the receiving party within thirty (30) days of any such disclosure; or that is reasonably recognizable as such by a person under similar circumstances as the parties. Confidential Information will not constitute information that is (a) already known to the receiving party at the time of disclosure without obligation of confidentiality; (b) independently developed by the receiving party without access to the Confidential Information of the disclosing party; (c) approved for the particular disclosure by the disclosing party beforehand and in writing; (d) is publicly known without breach of this Agreement; (e) lawfully received by the receiving party from a third party who had the right to make such disclosure without restriction on use or disclosure; or (f) required to be disclosed by order of a court or tribunal, but only if the receiving party promptly notifies the disclosing party in writing of such requirement, and cooperates with the other party to limit the scope of the disclosure or obtain a protective order.

12. Teaming Partner recognizes and agrees to the following set of duties that are specifically the Teaming Partners' responsibility:
 - a. Comply with the pricing terms and conditions of the Schedule Contract;
 - b. All Product/s covered by this CTA shall be purchased through Carahsoft only;
 - c. Be subject to audit by the Government with respect to sales made under this CTA;
 - d. Teaming Partner must obtain current quote and approval from Carahsoft prior to Teaming Partner quoting the customer;
 - e. Under this CTA, the Teaming Partner is only authorized to offer the product(s) outlined in Attachment A.
 - f. For sales under the Schedule Contract, any price variations lower than the current GSA Price must be approved by Carahsoft in writing, a current quote counts as approval in writing;
 - g. In order to provide proper pricing on each quote, Teaming Partner will be required to supply the sale price to government for each line item on each opportunity under this CTA as part of the quoting process;
 - h. GSA Prices are required to include the IFF. The Teaming Partner should only quote prices to the Government that includes the appropriate IFF. Cost quotations from Carahsoft will **not** include the IFF. It is the Teaming Partners responsibility to add IFF to their costs from Carahsoft unless otherwise noted in the quote. The current IFF rate is 0.75%.
 - i. Teaming Partner, as the Team Lead, will collect, report, and remit appropriate IFF fees (Contract Fees) to Carahsoft on a monthly basis in order for Carahsoft to be able to report sales under GSA Contract Number GS-35F-0119Y.
 - j. 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-GSA Schedule vehicles to customers must be clearly identified as such on the report. The report shall be

submitted containing the following information as shown in Attachment B. Reports shall be submitted to: ResellerReports@carahsoft.com

- i. The date of sale,
 - ii. The customer name to which the sale was made,
 - iii. The customer's P.O Number,
 - iv. The product/model sold-part # and description,
 - v. The quantity of each product/model sold,
 - vi. The price at which it was sold, including discounts,
 - vii. Teaming Partner's PO Number to Carahsoft, and
 - viii. All other significant sales order data.
- k. Following receipt of approved monthly report, Carahsoft will compute the applicable Contract Fees and invoice Teaming Partner for these Fees. Teaming Partner agrees to remit payment for the Contract Fees within thirty (30) days of receipt of invoice.
- l. Teaming Partner agrees to make payment in full to Carahsoft for all amounts due according to Carahsoft invoice(s). 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(s), 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 l. 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. Carahsoft may require Teaming Partner to use an instrument of assignment for contracts that the Teaming Partner fulfills.
- m. Upon request, Teaming Partner shall furnish copies of all Purchase Orders received from the Government pursuant to this Agreement;
- n. 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 Partner at its own expense and in a manner to ensure the minimum disturbance to Teaming Partner'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 Teaming Partner's expense and may include reasonable professional fees for professional auditors, accountants or legal professionals.

Attachment A
Authorized Products

The Teaming Partner's authorization extends only to the products as indicated below:

- Trend Micro

Attachment B **Contact Information**

Teaming Partner				
Company Name: XentIT, llc				
Address: 2138 Priest Bridge Ct, Suite 1				
City, State & Zip: Crofton, MD 21114				
Main Phone #: 443-274-6092			GSA Contract #: GS-35F-075CA	
CONTACT INFORMATION				
	Name	Phone	Fax	Email
Billing	Admin	443-274-6092	404-745-8448	XentITAdmin@xentit.com
Sales	Varies	443-274-6092	404-745-8448	info@xentit.com
Contracts/Reports	Tariq Alvi	443-274-6092	404-745-8448	talvi@xentit.com

Carahsoft				
Company Name: Carahsoft Technology Corp.				
Address: 1860 Michael Faraday Drive, Suite 100				
City, State & Zip: Reston, VA 20190				
Main Phone #: (703) 871-8500			GSA Contract #: GS-35F-0119Y	
CONTACT INFORMATION				
	Name	Phone	Fax	Email
Billing	Karlie Schachle	703-230-7463	703-871-8505	Resellerreports@carahsoft.com
Sales	Varies	703-871-8500	703-871-8505	sales@carahsoft.com
Contracts/Reports	Karlie Schachle	703-230-7463	703-871-8505	Resellerreports@carahsoft.com

Attachment C

Monthly Report of Sales

Monthly Report of Sales to
Carahsoft Technology Corp.

Teaming Partner

Name:

Contact Name:

Contact

Telephone

Number:

Contact E-mail

Address:

Reporting Period

ALL FIELDS REQUIRED IF

GSA ORDER

REQUIRED FOR ALL
ORDERS (OM and GSA)

<u>Invoice Date</u>	<u>Customer Name/End User</u>	<u>Customer PO# (if CC first 4#'s)</u>	<u>Item#</u>	<u>Item Description</u>	<u>Quantity</u>	<u>End User Unit Purchase Price</u>	<u>Extended End User Purchase Price</u>	<u>PO# to Carahsoft</u>	<u>GS-35F-0119Y or Open Market</u>	<u>Manufacturer</u>	<u>Quote Specific Agreement? List Quote Number if Yes Otherwise mark NO</u>
Date on Reseller Partner's Invoice to their Customer	Reseller's Customer/Government Agency Name	PO # from Customer to Reseller Partner OR first 4 digits of customer credit card#	GSA Part#	Item Description	Quantity Purchased	Unit Price paid to Reseller Partner	Qty x Unit Price paid to Reseller Partner	Reseller Partner's PO# to Carahsoft	Specify if the order was sold off Carahsoft's GSA.	Vendor of Product Purchased by Customer/EU	Applies only to deals where the Teaming Agreement was approved for a specific order.
							\$		Use Carahsoft's GSA Contract# if GSA.	Example: Vmware, Symantec, Adobe..	One-off Teaming Agreements are issued by Carahsoft's Contracts Team.
							\$		If no contract was used, mark as Open Market		If applicable, please provide Carahsoft quote# referenced on the One-off Teaming Agreement
							\$				