carahsoft

CARAHSOFT'S RESPONSE TO THE

Western States Contracting Alliance (WSCA)

REQUEST FOR PROPOSAL

WSCA Software Value-Added Reseller (SVAR)

SOLICITATION NO. ADSPO11-00000358

Friday
April 15, 2011

Offer Form 2: Offeror Questionnaire - Methodology

CARAHSOFT TECHNOLOGY CORP.
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Offer Form 2 – Offeror Questionnaire - Methodology – Carahsoft

METHODOLOGY:

1. Assume you recently received a contract as the sole Software Value-Added Reseller in a State (serving that State and its cooperative partners). Further assume: the State has multiple state agencies and multiple municipalities using that State's contract; the State and cooperative partners have separate volume license agreements and existing perpetual licenses; the State has an existing contract with a personal computer (hardware) provider which provides equipment already loaded with basic distributed software products.

- DESCRIBE the actions you would take to establish yourself as that State's SVAR, with the central procurement office, and with individual using entities (e.g., a state agency and a coop partner such as a city).
- DESCRIBE how those actions may be modified if your contract were the first SVAR contract for that State.
- DESCRIBE your outreach to State and Cooperative Partner users.

Carahsoft already has done a tremendous amount of business in the State market place and would leverage that to establish ourselves as the State's SVAR. In many cases, Carahsoft is already doing business with a State where promoting the new WSCA contract would leverage our existing relationship with the additional buying vehicle.

Existing state vehicles Carahsoft already has and could leverage the customer base to market include the GSA State Cooperative Purchasing plan and The Cooperative Purchasing Network (TCPN). Below is a case study of the State of Florida using GSA and a description of TCPN.

Case Study: State of Florida

GSA State Cooperative Purchasing

	Quoting	Revenue
2006	$6,249,296.00	$2,308,923.40
2007	$9,703,024.00	$3,937,265.60
2008	$12,879,842.00	$3,362,163.07
2009	$15,856,045.00	$3,841,866.99
2010	$17,000,091.00	$4,229,005.60

Authorized Resellers: Terremark (Accris); SHI; Insight; Acuity; Dyntek

Resources to Partners:
Dedicated Sales Representatives
Partner Education Webcast Series
Deal Registration
Business Development and Marketing Programs
Partner Portal Access via Web
www.carahsoft.com/floridapartner

Reference Customers:
Miami-Dade County
South-West Florida Water Management District
Leon County BOCC
Broward County Hospitals and Health
Florida Department of Revenue
Florida Department of Transportation
City of Miami
City of Jacksonville

Events:
CCS Road Show, Fort Ft. Lauderdale – August
COOP Road Show, Tampa - October

TCPN: Carahsoft was awarded a software contract with The Cooperative Purchasing Network (TCPN) in June of 2010. TCPN is a national governmental purchasing cooperative that is able to leverage one of the largest pools of purchasing potential. TCPN competitively bids and awards contracts to vendors in accordance with purchasing procedures mandated by state procurement laws. All 50 states can purchase from TCPN and Carahsoft has access to the list of customers who have used TCPN and can market to that list. If Carahsoft was awarded WSCA, one of our first actions would be to announce the award to those buyers.

For more information visit the Carahsoft/TCPN Micro site and view the short webinar at:
http://www.carahsoft.com/contracts/tcpn/index.php /

2. Contractor is required to provide a website for each participating state. Describe the website you would establish for a State and that website's functionalities or special features. You can supplement this response with illustrative page shots (no more than 10) from one of your existing websites. Please address, at a minimum:

- Home page appearance and information
- On line tutorials
- Product catalog (include searchable fields, which products you would include, how VLA information is provided)
- Links
- Downloadable standard reports, if any. Include how information is controlled and sorted (e.g., how can Tempe, AZ obtain only their information, how can Procurement Officer of contract obtain a purchasing profile for users and volume in State).
- How website is monitored, kept current and accurate

Carahsoft will provide a website for each participating state that will include:

- Contract Information
- FAQ Document
- Links to Manufacturer Product Information
- Catalog/ Pricelist Information, which is searchable
- Additional Contractual Information
- Any report requested can also be posted.
- The site will be named www.carahsoft.com/WSCA-"[STATE NAME]"

Carahsoft, as a best practice, creates web sites for large contracts as they are awarded. The following is a screen shot of an Adobe BPA Carahsoft web site:

Screen Shot of Adobe BPA Web Site

The following are examples of Dedicated Contract Websites for current Carahsoft customers:

- Department of the Navy ESI BPA Contract # N00104-09-A-ZF31 (http://www.carahsoft.com/contracts/don/index.php)
- Department of Defense ESI BPA Contract # W91QUZ-09-A-0003 (http://www.carahsoft.com/VMwareBPA-DOD/)
- DISA ESI BPA Contract # HC1028-09-A-2004 (http://www.carahsoft.com/contracts/disa/index.php)

3. Describe your method for tracking software licenses and ensuring that Participating Entities (PE) receive timely notifications of renewals or are advised of volume agreements opportunities or vulnerabilities, etc. Please address, at a minimum:

- The standard sort-able data fields you establish for these records
- The information you track on behalf of Participating Entities.
- How reminders of significant dates or volume plateaus are triggered and how your organization, as a partner with a PE, works with the PE to ensure no deadlines are missed or opportunities unexplored.

Tracking of Licenses: Carahsoft is uniquely qualified to support the State of Arizona and its WSCA partners in this requirement. Carahsoft currently manages dozens of existing enterprise, ELA, and retail license programs on behalf of other government agencies. Carahsoft will work closely with the State of Arizona and all Participating Entities to manage, monitor, and track any and all licenses ordered.

Carahsoft currently manages multiple licensing agreements/ programs and is distinctively qualified to meet all of the requirements set forth in the RFQ. Carahsoft will utilize its CRM system to manage and track all licenses for this contract. Any licenses requested are sent from the Carahsoft CRM system to the requester via email and are available for review at any time by authorized WSCA/ PE personnel. As part of this contract, Carahsoft will aid the State of Arizona and any/ all Participating entities in transferring existing licenses into the Carahsoft CRM system.

With Carahsoft's experience in managing similar contracts, we have developed some custom applications to facilitate and automate the migration of existing licenses into the Carahsoft CRM system.

For example, we currently hold a 5 year contract to support DISA's (US Federal Government Entity) Enterprise Software and Maintenance. To better support DISA's requirement, we have developed a web application to load DISA's 40,000 existing licenses into the Carahsoft CRM System. This has proven to be effective in saving time and accurately transferring the existing licenses. If provided the license data, we will perform this automated upload as a service to the State of Arizona and any Participating Entities.

Once this data is in Carahsoft CRM, the following data fields may be accessed/ reviewed:

- Part Number
- Manufacturer Part Number
- Quantity
- License
- License Type
- License Description
- Agency Name
- Purchaser
- License Recipient
- License Sales Price
- Agreement Number(s)
- Agreement Type
- Parent Agreement Number(s)
- License Issue Date
- Period of Performance
- Software Publisher

It is important to note that the data may be sorted by any/ all of the various fields listed above. It is also relevant to point out that not all listed fields may be applicable to individual licenses.

In assisting its customers with tracking significant dates/ milestones, Carahsoft engages in several proactive activities. These activities are designed to provide forecasts as to when milestones are expected and provide notification and planning for the customer to achieve a particular milestone prior to or upon an associated deadline.

- Renewals
- Spends
- Promotional Opportunities
- License Thresholds

Carahsoft maintains a rolling 36 month forecast of expected customer milestones. This forecast is updated and tracked on a daily basis and is integrated into the day-today operations. This forecast is shared with a customer upon request or as deadlines approach.

Notification and communication of forecasted milestones is critical to any ability to achieve or capitalize upon an opportunity. To this end, Carahsoft utilizes a communication plan to insure that all possible avenues are explored in communicating to its customers. The exact time-frame used within this communication plan is determined by the type of milestone involved.

In managing similar contracts with other government agencies, we have developed a series of best practices around the types of dates to track and how it is best reported. As part of this contract, Carahsoft will provide a quarterly license distribution report to include the following:

- Dates licenses were shipped/ downloaded
- Ship to Point of Contact
- Number of Licenses
- Version numbers
- Deliver to address
- Current WSCA contract price of the software

This report will differentiate between existing licenses being rolled into the support of this contract, and new licenses deployed under this agreement.

In addition to the quarterly reports, Carahsoft will have the ability to produce on-demand usage reports. A WSCA Participating Entity at any time can request a copy of these reports through the License Help Desk maintained by Carahsoft (more detail on this help desk in the next section).

To further assist the State of Arizona in managing all of the licenses through this agreement, Carahsoft will offer the following additional value added services at no additional cost.
License Help Desk maintained by Carahsoft to include:

- Direct Access to Dedicated WSCA Support Staff
- Assistance with the License Distribution Procedures/ Reprints
- Product expertise/assistance
- Configuration assistance
- Support for downloads
- Support for customers migrating from existing license contracts
- On demand historical download reports
- Contracts Questions
- Assistance with Product Version, updates and upgrade questions
- Dedicated Participating Entitiy/ WSCA Symantec Website
- Dedicated Participating Entity/ WSCA 1 800 phone and email lines

**It is important to note that this Help Desk is not replacing technical product support. Technical product support is being provided directly by the specific software publisher as requested.

4. Describe standard reports which you can generate for a PE (other than downloadable reports addressed earlier) and provide sample reports as examples. Describe and provide examples of Optional Reports which you could provide and provide pricing in the Offeror – Pricing attachment.

Carahsoft can provide reports in any format our customer and/or Manufacturer requires. In managing similar cost-plus based software contracts with other government agencies, Carahsoft has developed some best practices with providing monthly/quarterly usage reports. As part of this contract, Carahsoft will provide monthly and/or quarterly license distribution reports to include the following:

- Dates licenses were downloaded
- Dates licenses were shipped
- Ship to Point of Contact
- Number of Licenses
- Version numbers
- Deliver to address
- Current price of the software

5 Explain your method of ensuring a PE will receive and can provide proof of licenses. Include in your response:

- Describe how you provide a Proof of License certificate to a buyer. Also, provide sample(s) of a Proof of License such as you would provide.

- Explain your method of retaining back-up copies of Proofs of License; and how, and how quickly, you could provide duplicate copies as needed.
- Describe how you partner with a PE to demonstrate accuracy of licensing information to a publisher (e.g., True Up).

Proof of License is provided with every software and software maintenance order Carahsoft processes. The precise method used to demonstrate proof of license varies slightly depending upon the type of license purchased.

For all orders, a license certificate is issued directly from the publisher. This software certificate is provided directly to the purchaser of the software. An electronic copy of this certificate is stored within Carahsoft as well and may be accessed by the buyer at anytime. Additionally, upon issuance of the software license from the software publisher, Carahsoft issues a proof of purchase document. This document incorporates the license certificate issued by the publisher as well as provides for information specific to the purchase that may be used to demonstrate proof of ownership. The additional information provided includes but is not limited to:

- Date of Purchase
- Contract Number
- Purchase Order Number
- Agency Name
- Agency Address
- Purchaser Name
- Purchase Phone
- Carahsoft Sales Order number
- Software Publisher Sales Order Number

Additional information may be added to these proofs of purchase documents upon request.

The software publisher license certificate and the Carahsoft proof of purchase certificate are electronically housed at Carahsoft. Carahsoft stores these records permanently so that they may be accessed by customers at any future time.

Back-up Copies of Proof of License
All documentation related to proof of license is electronically stored within Carahsoft. These documents are accessible via a variety of means. All copies are backed up on a regular basis. Additionally, these backup copies are housed within Carahsoft's primary offices as well as at other off-site locations.

Demonstrate accuracy of Licensing to Publisher
The above described system is used to demonstrate licensing accuracy to software publishers. The system has been used and has been proven as a useful tool to demonstrate a high level of accuracy In licensing inventory. The software publishers that Carahsoft represents have come to trust and rely upon this system in their own dealings with Carahsoft customers.

6. Describe how you work with a PE and publisher to maximize the Entity's value in obtaining products and services under this contract. Description is to address, but is not limited to, the following:
   - Working with a PE and a publisher to assist the Entity in best managing their volume or enterprise license agreements.
   - Working with a State and publisher to maximize the leverage created by the total sales volume from a State and its cooperative partners to ensure best value to all PE's.
   - Working with a publisher to maximize the leverage created by the total sales volume overall resulting from this contract.
   - Working with a PE and publisher to obtain the best quote on a high volume purchase.
   - If, and how, you use historical purchase information to provide targeted assistance to a PE.
   - Assuming a software configuration is not within the knowledge or authority of your organization, describe how you could assist a PE in finding a solution (i.e., helping PE obtain needed configuration assistance from the publisher or designee.) Explain how you would 'price out' such assistance.
   - Explain the training you could provide (other than online tutorials) to assist PE's in using this contract and obtaining best value from it.

Carahsoft works with PE's and publisher's in a number of ways. First, as previously described, we provide a dedicated Account Manager – In support of the contract, Carahsoft will provide a focused account manager for each manufacturer that will be dedicated to supporting your requirements and this contract. This Account Manager will be responsible for all aspects of contract management and is fully trained in all the sales and

configuration of all manufacturer-specific products. All sales, order management, and contracting functions will be overseen by these individuals and includes:

- Establishing volume discounts as warranted
- Assistance with the License Distribution Procedures established by the contract
- Product expertise/assistance
- Configuration assistance
- Support for downloads
- Support for customers migrating from existing license contracts
- On demand historical download reports
- Contracts Questions
- Assistance with Product Version, updates and upgrade questions
- Escalation of technical questions to manufacturer
- Training coordination

Quarterly Training Webcasts –Carahsoft will also provide a quarterly training webcast. These webcasts shall include information regarding new product releases, product patch/ upgrade information or short training webcasts should the need arise and educate users on:

- The terms of the contract
- Software available on the contract
- Updates and upgrades as they become available
- New technologies that become available

These webinars will also be archived and housed on the state's contract website so users can view them on demand.

Carahsoft feels this proactive marketing will be valuable to the WSCA in terms of promoting this contract, as well as educating end user customers on the benefits of the contract.

7. This contract has a maximum life of five (5) years, the technology field is a fast evolving one, and the potential volume under this contract is beyond any single entity contract.
    - How would you improve the value of this partnership, over time, during the life of the contract?
    - We require the successful contractor(s) to retain publisher certification levels, to improve upon them, to work to reduce their costs to obtain publisher products, etc. Explain your processes to meet these requirements.
    - How would you partner with the Procurement Officer and Participating States to adapt to changes and keep the contract viable?
    - As this is a contract which is expected to be used by many states, there is potential for a level of value and partnership – considering market information, volume, extended relationships with publishers, shared standards, etc. – beyond that provided by a single State or PE contract. What extra services or value do you feel you could provide given this expanded user and volume base?

Throughout the 5 year contract life Carahsoft will aggressively market the WSCA contract with:

- Dedicated phone lines & email addresses
- Dedicated Account Management
- Training Webcasts
- Tailored Marketing
- Micro sites
- Executive Sponsorship
- Contract Management

Dedicated Phone Lines

- Toll and toll-free lines
- Included on all quotations, emails, website(s), and other documentation
- always answered by a live person - never routed to voicemail
- Enables immediate customer service

Dedicated Email Address

- WSCA@carahsoft.com
- Routed to all individuals at that support this contract
- Inquiries received via email are addressed as quickly as possible
- Enable the quickest execution for all customer service actions

Dedicated Account Management – focused account manager that will be dedicated to supporting the contract including:

- Assistance w/ License Distribution Procedures established by contract
- Sales & order management support
- Product expertise/assistance
- Configuration assistance
- Support for downloads
- Contract Migration Assistance
- Weekly and Quarterly Reporting
- Contracts Questions
- Version and upgrade assistance

Quarterly Training Webcasts – No additional cost to WSCA, these webcasts educate contract users on:

- The terms of the contract
- How to buy off the contract
- Software/Services available on contract
- Updates & upgrades
- New technologies

Contract Marketing/Education

- Product specific webcasts
- Onsite training seminars
- Representation at government shows
- Host Government User Groups
- Outbound Call campaigns
- Executive Forums
- Promote contract
- Educating end users on the benefits of the contract
- On-going manufacturer certifications

Adobe

Adobe Webcast
Streamline Your Business Processes

Join Carahsoft and Adobe to discover how LiveCycle® Process Management ES2 can help the IRS increase efficiencies by automating and providing visibility into critical business processes. Build streamlined, end-to-end processes that are accessible online or offline via engaging user interfaces, and improve operational efficiency in real time with out-of-box dashboards and management tools all with LiveCycle Process Management ES2.

Register today to learn more about LiveCycle Process Management can help to:

- Accelerate process application delivery
- Engage process participants everywhere
- Efficiently manage process tasks
- Decrease the cost and time of deployment
- Effectively manage all content flowing through business processes
- Dynamically adapt your processes to rapidly changing requirements

Sign up now, or contact me for access to the archived recording after the event.

If you have any questions about this webcast or would like additional information on Adobe LiveCycle, please call 877-99ADOBE.

Sincerely,

Matt Jester
Adobe Government at Carahsoft
703-871-8621 (Direct)
877-99ADOBE (Toll-Free)
matt.jester@carahsoft.com
www.carahsoft.com/adobe

Register Now!

Date: Wednesday, February 23, 2011
Time: 2:00 PM Eastern; 11:00 AM Pacific
Duration: 1 Hour

REGISTER NOW

Internal Revenue Service
United States Department of the Treasury

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Example of a Carahsoft hosted webcast featuring Adobe.

Isabel,

Did you know VMware solutions are now available on the DOD ESI contract?

By using the DOD ESI BPA, DOD personnel can take advantage of significant cost savings, reduce the procurement buying cycle time and help lower the total cost of ownership of VMware technology across DOD.

As the federal fiscal year comes to a close, we want to remind you that the VMware Government Team at Carahsoft and our authorized partners are working overtime to serve your end-of-year needs. Carahsoft continues to make it easier for the Department of Defense to procure VMware virtualization solutions.

To ensure a smooth and efficient procurement process, Carahsoft is offering the following services through the end of the federal fiscal year:

- Extended hours to serve DOD end-of-fiscal-year needs
- 30-minute turnaround time with any DOD ESI BPA quote request
- Dedicated DOD sales representatives available 24 hours a days, 7 days a week

In addition, we hope you'll take advantage of our end-of-year ESI pricing promotion! For a limited time, you can upgrade your vSphere 4 Enterprise license to one the following:

- vSphere 4 Enterprise Plus for $295, over 50% off the list price
- vSphere 4 Enterprise Plus with the Cisco Nexus 1000V for $795, over 40% off the list price

Visit our Request a Quote page today to request these promotions and quotes for all other VMware products. We'd be happy to assist you with any quoting, configuration, and pricing based on your current end-of-year IT requirements.

All details required to complete a VMware procurement using this contract vehicle are listed below:

ESI BPA No:	W91QUZ-09-A-0003
GSA Schedule No:	GS-35F-0131R
Expiration Date:	March 25, 2014 (subject to annual review)
FTIN:	52-2189693
Shipping Point:	FOB Destination
Remit To:	See website
Payment Terms:	Net 30 (On Approved Credit)
CAGE Code:	1P3C5
DUNS No:	088365767 - Business Size: Small

For more information on VMware, please contact us at 888-6VMWARE or VMwareESI@carahsoft.com.

Example of an email campaign to promote contract usage and adoption.

Dedicated Contract Website –

- Contract Information
- Contract FAQ Document
- Product Information
- Catalog/ Pricelist Information
- Additional Contractual Information

Example of a Contract Specific Carahsoft Hosted Website

- ✓ **Executive Sponsorship** – governance team sponsored by Carahsoft's President, Craig P. Abod, to assist the Executive Management in the oversight of this project and provide the necessary support to help ensure the overall success of the program.
- ✓ **Contractor Management Services –** provide the services and functions required to assist in the management of the Contract for all services offered.
- ✓ **Order Tracking:** Provide precise and complete records to WSCA with each delivery order, a proof of purchase (e.g. invoice) and full ordering visibility.

8. What performance measures would you establish to ensure yourself and users of this contract that you are, at a minimum, meeting the requirements of this contract, providing cost-savings solutions, and realizing a high level of customer satisfaction. Describe your methods of defining and tracking your performance against specific measurable objectives. Provide copies of any reports you may have developed that communicate your performance levels to customers.

Upon award of any contract, Carahsoft works with the contracting agency to establish a program baseline upon which performance will be measured. Each baseline and the performance measures that it encompasses are unique to the particular contract. Most typically, the following standards are used as a guide for this collaborative process to define the necessary performance measures:

Performance Standards

1. To deliver on a timely basis the best value product or service to the customer while maintaining customer confidence and fulfilling contract requirements
2. Satisfy customer in quality, timliness, and cost
3. Fulfill all contractual and legal requirements
4. Minimize administrative operating costs and associated overheads
5. Conduct business with fairness, transparency, and with a high degree of integrity

In addition to using the above standards as the overarching objective of a performance plan, all plans are expected to conform to the following:

1. Contracting Agency has confirmed need to design performance measures that Measure Program Results
2. Customer satisfaction should be the Number One standard performance measure
3. Distinct measures should be used to evaluate Carahsoft performance between Supplies/Equipment delivery versus Services
4. There should be relatively few key performance indicators

5. Selected performance measures should be able to project subsequent outcomes (Results)
6. Performance measures selected should facilitate continuous improvement
7. Selected performance measures should cross-functional boundaries
8. Performance measures should provide capability to compare performance against other contractors (if applicable

By engaging in this collaborative process with its customers, Carahsoft works to develop performance measures that are meaningful to the contracting agency while also providing the necessary visibility, oversight, and potential for adjustment to Carahsoft's operations as needed.

Carahsoft would work with the State of Arizona to design a Performance plan that fulfill's the State's requirements. Additionally, Carahsoft would work with each participating entity to design specific performance plans for their requirements.

9. We have requested information about optional reports (Question #4), about functions you could serve to assist in more complicated configurations (Question #6), and in providing extra value possible given the potential magnitude of this solicitation (Question #7). Please use this item as an opportunity to describe other value-added services you can provide that were not specifically required in this solicitation, but are consistent with its intent. Please advise the cost for the services you describe in the Offeror – Pricing attachment, or advise if they are included at no additional cost.

Carahsoft is always looking for other value-added services to provide to our customers. Recently we added a VMware certifications program where Carahsoft coordinates and runs programs for VMware partners to get certified in VMware products.

Carahsoft also runs all our major manufacturer's government and partner summits which is of huge value to them and their government customers. Below is the summit Carahsoft is hosting for HP Software in June of this year.

- **Carahsoft hosting HP Software's Government Summit June 21, 2011!**
- *At the Newseum's Knight Conference Center*
- *2 Keynote Speakers:*
  - ✓ *Jeffrey C. Johnson, CTO of the FBI*
  - ✓ *Nitin Pradhan, DIO of the DOT*
- *3 Tracks with 15 sessions*
- *CIO Panel*
- *Catered by Wolfgang Puck Catering*

vmware carahsoft

VMware VCP Certification Opportunity

Carahsoft and VMware would like to extend a one-time complimentary opportunity to earn VMware Certified Professional (VCP) status. All 15 cabinet level agencies, numerous independent agencies, and all branches and joint commands in the U.S. military are using VMware virtualization solutions, making VCP certification a highly demanded skill set!

The recently released *VMware vSphere: Install, Configure, Manage* course will be held from **October 25-29, 2010** in **Herndon, VA**. This hands-on training course explores installation, configuration, and management of **VMware® vSphere**, which consists of VMware ESXi 4.1, ESX 4.1, and VMware vCenter Server 4.1. Upon completion of this course, you will be eligible to take the examination to become a VMware Certified Professional.

At the end of the course, you should gain an understanding of the functionality in VMware vSphere 4.1 and be able to:

- Install and configure ESX or ESXi
- Install and configure vCenter Server components
- Configure and manage ESX/ESXi networking and storage using vCenter Server
- Deploy, manage, and migrate virtual machines
- Manage user access to the VMware infrastructure
- Use vCenter Server to monitor resource usage
- Use vCenter Server to increase scalability
- Use VMware vCenter Update Manager to apply ESX/ESXi patches
- Use vCenter Server to manage higher availability and data protection

Troubleshooting guidance, best practices and lab exercises are interspersed throughout the course. The only prerequisite for this course is systems administration experience on Microsoft Windows or Linux operating systems.

We hope you can take advantage of this ***Invitation only*** opportunity. Due to extremely limited space restrictions, it is important to reserve your spot for this one-time class as soon as possible since this is a first come, first serve opportunity. If all spots are filled, you will be placed on a waitlist.

Please Note: With completion of this course, you will receive a one-time complimentary voucher for one attempt at the examination for VMware Certified

Dates: October 25-29, 2010

Time: 9:00am - 5:00pm

Location:
MicroTek
12950 Worldgate Dr.
Monument II Building
Herndon, VA 20170

RSVP:
evan.slack@carahsoft.com
alex.homsi@carahsoft.com

Example of complimentary VMware VCP Certification Program

Carahsoft would work to provide unique opportunities for the State of Arizona and/ or another WSCA Participating Entity as adoption rates of particular software publishers grow. For instance, the below email is an example of a VMWare VCP (VMware Certified Professional Program) that Carahsoft sponsored due to a high rate of adoption of this software which resulted in a need for customer/ user education. Carahsoft worked with VMware to bring this user community a program wherein training was provided (at no-cost in this instance) to the user community to maximize and optimize customer usage of this software. Given the variety and number of users within the WSCA community, Carahsoft envisions programs similar to this being a key pillar of a successful WSCA contract.

Carahsoft also hosts cross manufacturer events such as this one at the DoDIIS trade show:

- Date: May 1 – 5, 2011
- Location: Detroit Michigan
- Audience: Intelligence Community/DIA
- Carahsoft Partner Pavilion of Booths
- Carahsoft hosted a Casino Reception

- Date: May 23 – 26 2010
- Location: Phoenix Convention Center
- Audience: Intelligence Community/DIA
- Carahsoft Partner Pavilion of Booths
- Carahsoft hosted a Casino Reception
- 40 vendors in Carahsoft Partner Pavilion
- Total Leads: 968
- Total # of Reception Attendees: 361

ATTACHMENTS

In the following pages please find the following attachments for Carahsoft's compliance:
Attachment A: Organizational Chart
Attachment B: Carahsoft Certifications
Attachment C: Purchase Order & Invoice
Attachment D: Carahsoft's Vendor Letter of Supply

Attachment A – Organizational Chart

Attachment B - Carahsoft Certifications

Team	Certification	
Adobe	Acrobat Sales Certified	9
Adobe	Adobe Connect Sales & Technical Certified	8
Symantec	Altiris Deployment Solution Foundation	4
Data Domain	Brocade LAN Sales Certification Training	5
Adobe	Creative Suites Sales Certified	8
HP Software	HP Sales Certified	5
Open Source	JBoss Middleware and Virtualization Certified Salesperson	16
Data Domain	Prostor Infinivault Sales Accreditation	8
Open Source	Red Hat Partner Platform Certified Salesperson	16
SAP	SAP Partner Edge Sales/Presales/Technical Certification	3
Symantec	SSE Altiris Server/Client Suites	74
Symantec	SSE Dell Management Console & Platform	20
Symantec	SSE Symantec Backup Exec System	74
Symantec	SSE Symantec Brightmail Gateway 9	18
Symantec	SSE Symantec Cluster Server 5.1	20
Symantec	SSE Symantec CommandCentral 5	36
Symantec	SSE Symantec Control Compliance Suite 10	18
Symantec	SSE Symantec Critical Systems Protection 5	18
Symantec	SSE Symantec Data Loss Prevention 10	20
Symantec	SSE Symantec Endpoint Protection 11	20
Symantec	SSE Symantec Enterprise Vault 9.0	20
Symantec	SSE Symantec Ghost Solution Suite 2	18
Symantec	SSE Symantec NetBackup 7	72
Symantec	SSE Symantec Network Access Control 11	20
Symantec	SSE Symantec pcAnywhere 12 / pcAccess Server 3	18
Symantec	SSE Symantec ServiceDesk 7	18
Symantec	SSE Symantec Workflow 7.0	18
Symantec	STS Symantec Security Information Manager 4.5	2
IT	Vmware Certified Professoinal	1
VMware	VSP	7
VMware	VSP/VTSP	24
Total:		618

Attachment C – Purchase Order & Invoice

Carahsoft Technology Corp
12369 Sunrise Valley Drive, Suite D2
Reston, VA 20191
USA
Phone: (703) 871-8500
Fax: (703) 871-8505

Invoice

Date	Page
Mar 02, 2009	1
Invoice Number IN023695	

Sold To:
AZ Public Safety Personnel Retirement System
Attn: Accounts Payable
3010 E. Camelback Rd., Suite 200
Phoenix, AZ 85016

Ship To:
AZ Public Safety Personnel Retirement System
Attn: Eileen Kelleher
3010 E. Camelback Rd, Ste 200
Phoenix, AZ 85016

PO Number	Order Date	Customer No.	Salesperson	Order No.	Ship Via	Terms
09-2037	Feb 27, 2009	ARI001	LKRAKOVE	901335	GROUND	N30

Qty. Ord.	Qty. Shp.	Item Number	Description	Unit Price	Extended Price
1.00	1.00	210-6160	Platinum M&S Renewal - Connect Due Date: Apr 1, 2009 — Amount Due: 10,512.20	10,512.20	10,512.20

PAID
MAR 27 2009
BY: CK#22200

Remit To:
Carahsoft Technology Corporation
12369 Sunrise Valley Dr, Suite D2
Reston, VA 20191
FEIN 52-2189693 DUNS 088365767
CA Sales Tax # SC OHB 100-529633

For questions on this invoice, please contact Amira Ali at 703-871-8531, or via email at aali@carahsoft.com

Subtotal	10,512.20
Total sales tax	0.00
Total amount	10,512.20
Less payment	0.00
Amount due	10,512.20

Attachment D - Letter of Supplies/Certifications from all Manufacturers

Adobe Systems Incorporated
345 Park Avenue
San Jose, CA 95110-2704
Phone 408 536.6000
Fax 408 537.6000

November 8, 2010

Carahsoft Technology Corporation
12369 Sunrise Valley Drive, Suite D2
Reston, VA 20191

Re: Letter of Supply for General Services Administration ("GSA") Schedule Contract (SIN #s 132-33, 132-34 and 132-50)

To Whom It May Concern:

Adobe Systems Incorporated ("Adobe") shall provide Carahsoft Technology Corporation ("Carahsoft") with a non-exclusive source of supply of Adobe products in sufficient quantity to meet its requirements during the term of Carahsoft's Master Government Channel Distribution Agreement ("the Agreement") with Adobe covering Carahsoft's distribution of Adobe products in the United States, subject to the commercial availability of the products and subject to adherence to the terms of the Agreement.

Adobe certifies that all of its products that Carahsoft may offer for inclusion on' a GSA schedule contract are licensed commercially and are newly manufactured in the United States. Adobe further certifies that each of its products meet the requirement of the Trade Agreements Act.

Adobe certifies that, while its products, as software products, are inapplicable to the Energy Star Computers Program, the products nonetheless will not disable any computer hardware's Energy Star functionality.

Adobe is committed to promoting and improving accessibility of its products as specified in Section 508, and invites concerned individuals to review its product accessibility assessments located at: www.adobe.com/government/requirements.html#Anchor-3 5 882

In the End User License Agreements accompanying its products, Adobe provides for end users a warranty on its products supplied by Carahsoft. Adobe shall provide Carahsoft, as per the Agreement, with thirty days advance written notice of a general license fee or price increase or decrease.

This Letter of Supply is valid from the date above and during the term of Adobe's written Agreement with Carahsoft, as may be extended or amended. Additionally, Adobe reserves the right to terminate this Letter of Supply upon thirty (30) days written notice to Carahsoft.

The undersigned represents that he or she is a corporate officer authorized to make the foregoing representations on behalf of Adobe.

Signature

Joseph Ramirez
Printed Name

Associate General Counsel
Title

bmc

March 24, 2011

Carahsoft
12369 Sunrise Valley Drive
Suite D2
Reston, Virginia 20191

Re: Letter of Authorization

Dear Mr. Abod,

BMC Software, Inc. ("**BMC**"), hereby, authorizes Carahsoft Solutions ("Carahsoft") to add BMC's products, support, and learning pass credits in accordance with the Partner Network Agreement dated May 1, 2009 to the below listed Carahsoft state contracts and upon prior written approval from BMC any state contract that Carahsoft may obtain in the future. Notwithstanding the foregoing, BMC may terminate this Letter of Authorization upon thirty (30) days written notice.

Carahsoft State contracts:
Western States Contracting Alliance (WSCA)

Additionally, BMC authorizes Carahsoft, on its own behalf, to negotiate the standard terms and conditions of the state contract directly with the state and BMC agrees to negotiate with the state to modify the BMC Master License Agreement to make them consistent with the state contract.

LICENSING TERMS

Carahsoft agrees that all Software and Support sold under this Letter of Authorization shall be governed by the terms of the Master License Agreement, Additional Support Terms and the Learning Pass Agreement attached hereto.

ATTACHMENTS INCORPORATED INTO LETTER OF AUTHORIZATION	'X'
Attachment A – Master License Agreement	X
Attachment B – Additional Support Terms	X
Attachment C – Commercial Price List	X
Attachment D – Learning Pass Agreement	X

Each party hereto warrants and represents that a duly authorized representative of such party has executed this Agreement and this Agreement constitutes the legal, valid and binding obligation of such party.

Sincerely,

Kenneth Mellett
VP, North America Public Sector Sales

bmc
FINAL – Reviewed by Contracts - KS

2101 CityWest Blvd., Houston, Texas 77042, 713-918-8800, 1-800-841-2031 (U.S. and Canada), Fax 713-918-8800, www.bmc.com

Hewlett-Packard Company
13600 EDS Drive
Herndon, VA 20171

February 2, 2011

Mr. Craig Abod
Carahsoft Technology Corporation
12369 Sunrise Valley Drive
Reston, VA 20191

Subject: HP GSA Letter of Supply #LoS-200804-125f

Roberta Ainsley
Contract Administrator
Tele: 703-753-0653
Fax. 703-842-6247
roberta.ainsley@hp.com

Dear Mr. Abod:

Hewlett-Packard Company hereby issues this GSA Letter of Supply to Carahsoft Technology Corporation (Carahsoft), an HP authorized reseller, in accordance with the conditions outlined herein. This authorization is valid only for HP Software products that Carahsoft will offer on its GSA Group 70 Federal Supply Service Information Technology Schedule #GS-35F-0131R for your current contract period which ends May 13, 2011 and for any extension of the contract period Carahsoft receives up to but not beyond the anticipated end of a multi-year extension date of May 14, 2015. This Letter of Supply is subject to any amendments, extensions, and/or termination at any time by HP upon thirty (30) days written notice.

The specific product lines defining the eligible products are listed in Attachment A, Eligible Products, to this letter and for product lines EX and PR, certain product numbers are provided in Attachment B –Eligible Products PL EX and PR. The specific product line detail provided in Attachments supersedes any general product descriptions or references on any previously issued Letter of Supply for HP products regardless if the letter was issued direct or indirectly by Hewlett-Packard Company.

Please note that there may be products that Carahsoft is eligible to purchase or may fall within the product lines listed in Attachment A, but may not be considered within the scope of your GSA contract by GSA. Examples of this may be, but not limited to, consumables, supplies, refurbished products, foreign options, or Trade Agreement non-compliant products. Carahsoft is responsible for its offer to GSA and ensuring that it is within the scope of your GSA contract and complies with all elements of the contract.

This Letter of Supply does not authorize Carahsoft to place any Third Party products on its GSA contract that may be available for purchase from HP. Also, this Letter of Supply excludes HP annuity support offerings (also called post warranty contract services), regardless of Carahsoft's reseller status with HP and these services should not be part of a Partner's GSA contract under this Letter of Supply.

This Letter of Supply is not intended as authorization for Carahsoft to purchase directly from HP. Carahsoft will continue to purchase HP products and/or services through the existing pipelines established through Carahsoft's US HP Partner Agreement (PA) with HP. HP will provide sufficient quantities of product to its Distributor partners, or direct to Carahsoft if allowed by the PA, to meet the requirements of Carahsoft's GSA contract. Products offered direct from HP or through our Distributors are regularly used for other than Government purposes and are sold in the course of normal business transactions. List prices are available electronically through HP. It is the responsibility of the Partner and Distributor to monitor price changes using the pricing tools available via the HP Partner Portal. HP's DUNS number is 134303192.

This letter does not authorize Carahsoft to issue any GSA Letter of Supply for HP products or services.

This HP GSA Letter of Supply will terminate immediately if Carahsoft fails to have a current valid US Partner Agreement with HP for the products and/or services covered by this Letter of Supply.

The country of origin for HP products, as defined in the Trade Agreements Act Certification, FAR 52.225-5, will be made available through HP's electronic tools. A Country of Origin (COO) report is available on the HP Partner Portal. It is Carahsoft's responsibility to use the report to qualify products under the Trade Agreements Act prior to adding to its GSA Schedule Contract.

If you have any questions regarding this HP GSA Letter of Supply, please feel free to contact me.

Sincerely,

HEWLETT-PACKARD COMPANY

Roberta Ainsley

Roberta Ainsley
Contract Administrator, Public Sector

cc: Joan Wood, HP
Ellen Ford, Carahsoft
Stacey Wieczorek, Carahsoft

Attachments: A and B

Attachment A – Eligible Products

Carahsoft

	HP Software Product Line Name
87	BTO OPERTIONS LICENSE
8S	BTO SUPPORT
TE	BTO APPLICATIONS LICENSE
TF	BTO STORAGE ESSENTIALS
2E	BTO SERVICES
U3	BTO RADIA LICENSE
LH	IM LICENSE
TH	IM SUPPORT

QUEST SOFTWARE

GSA PRODUCT SUPPLY LETTER

December 4, 2010

Mr. Craig P. Abod
President
Carahsoft Technology Corp
12369 Sunrise Valley Drive
Suite D2
Reston, VA 20191

RE: **GSA IT Schedule Solicitation FCIS-JB-980001B**

Dear Mr. Abod:

This Letter of Supply (including Attachments I through VIII) is made between Quest Software, Inc. (Quest) and Carahsoft Technology Corporation (Carahsoft) pursuant to the Distributor Agreement between Vizioncore, Inc. (who was acquired by Quest Software, Inc.) and Carahsoft, agreement number US-DA-08-1.001, dated September 1, 2008. The terms of the Distributor Agreement are hereby incorporated by reference.

Quest hereby guarantees Carahsoft a non-exclusive source of supply for all the products listed in the attachments hereto for the above referenced solicitation from the date of approval as a GSA Vendor through the duration of the GSA IT Schedule, and any extensions thereof.

Quest understands that all shipments shall be made FOB Destination within thirty (30) days after receipt of order (ARO) to the location specified on the individual Purchase Order.

Quest hereby certifies that each end product to be delivered under this contract is a U.S. made end product, a designated country end product, a Caribbean Basin country end product, a Canadian end product or a Mexican end product as defined in the clause entitled "Trade Agreements Act" FAR 52.225-9 (Deviation).

Quest agrees that during the contract period or any extension thereof, Carahsoft will be notified no less than thirty (30) days before the effective date of any of the following occurrences on any of Quest's products listed on Carahsoft's contract:

1. Reduction of Suggested Retail Price (SRP) of any product;
2. Decrease in Carahsoft's cost;
3. Temporary price reductions, rebates and/or promotions;
4. Discontinuation of the sale of product.

Quest agrees that during the contract period or any extension thereof, only newly manufactured products will be supplied.

This Letter of Supply may be terminated by either party upon thirty (30) days prior written notice to the other party. Quest agrees that during the contract period or any extension thereof, all products will be covered by Quest's standard warranty.

Sincerely,

Paul Garver
Vice President, Quest Software, Inc.

ACKNOWLEDGEMENT:

I have read, understand and accept the foregoing terms and conditions of this Letter of Supply.

Carahsoft Technology Corp.

Signature: _____ Date: 4/5/2011

Name (printed): Craig P. Abod

redhat

11 November 2008

Mr. Craig Abod
Carahsoft Technology Corp.
12369 Sunrise Valley Drive
Suite D2
Reston, VA 20191

Subject: Letter of Supply: Red Hat and JBoss Products

Dear Mr. Abod:

Red Hat, Inc. ("Red Hat") hereby provides the items items shown in Attachment A to be proposed under your GSA IT Schedule Contract. The effective date for addition of items is 11 November 2008. Included within the attachment are the relevant commercial prices for these products.

Red Hat certifies that the items being added are not equal to items that have been previously deleted at a lower price.

All products proposed will be newly manufactured products, and are of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and has been sold to the general public or offered for sale to the general public.

Red Hat's Commercial Sales Practice chart ("CSP") dated 11 November 2008 may be accessed by Carahsoft's Contracting Officer by having her/him contact:

Ms. Evangeline T. O'Neal
Contracting Officer (GS-35F-0011R)
IT Acquisition Center
GSA/Federal Supply Service
2200 Crystal Drive, 6th Floor, Crystal Plaza #4
Arlington, VA 22202
evangeline.oneal@gsa.gov

Please contact Mike Byrd at 703.748.2237 or Thomas Yamamoto at 703.748.2238 if you have any questions.

Sincerely,

Jason Stone
Director of Finance

Approved Red Hat

SAP PartnerEdge

SAP PARTNER SERVICE DELIVERY
A Message From Your Partner Service Advisor

April 12th 2011

To whom it may concern,

This letter is to confirm that Carahsoft Technology Corporation is a Gold level partner in the SAP PartnerEdge Program. This type of Partnership allows Carahsoft Technology Corporation to resell SAP Software. The Gold partner level is the highest level attainable in the SAP PartnerEdge program and is awarded to the top performers.

Furthermore, I have been assigned to Carahsoft as an SAP Partner Services Advisor for over a year, and have found them to be extremely professional.

Should you have any further questions, please do not hesitate to contact me.

Kind Regards,
Paul Tormey

Signed
.....

Date
April 12th 2011

Paul Tormey
Partner Services Advisor
Partner Service Delivery

SAP Labs Canada
111 Duke St., Suite 1500
Montreal (Quebec) H3C 2M1

T +1 610 661 0958

SAP Connect https://sap.na.pgiconnect.com/l823277

mailto: paul.tormey@sap.com
www.sap.com

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Search Results

You searched for:
Partner Name: Carahsoft Technology Corporation
Location: United States

› Choose a different country

1 results were returned. Click on company name below to find out more about the partner.
Search again

Click on a heading below to customise and sort your results

› Company	› Technical Accreditations	› City / Town	› State / Province	› Country	› Postal Code
Carahsoft Technology Corporation Symantec Distribution Partner	25	Reston	Virginia	United States	20191

Please note that the search results include information provided to Symantec by independent, private businesses. Symantec does not guarantee the accuracy of, nor endorse, such information.

Symantec Partner Locator - Carahsoft Technology Corporation - Windows Internet Explorer

http://partnerlocator.symantec.com/public/search;locale=en-us;company=Carahsoft%20Technology%20Corporation;country=United%20States;v=advancec

Convert Select

Favorites Suggested Sites Web Slice Gallery

Symantec Partner Locator - Carahsoft Technolog...

Page Safety Tools

- Small and Medium Business

Industry

- Other

Services Provided

- IT Consulting
- IT Implementation

Technical Accreditations

- Altiris Deployment Solution Foundation 6.8 (2 held)
- Altiris Notification System Foundation 6.0 (2 held)
- STS Altiris Client Management Suite 7.0 (3 held)
- STS Symantec Backup Exec 12 for Windows Servers (3 held)
- STS Symantec Data Loss Prevention 9.0 (2 held)
- STS Symantec Endpoint Protection 11 (1 held)
- STS Symantec Enterprise Vault 8.0 for Exchange (2 held)
- STS Symantec Management Platform 7.0 with Notification Server (3 held)
- STS Symantec Network Access Control 11 (2 held)
- STS Symantec Security Information Manager 4.5 (1 held)
- STS Veritas Cluster Server 5 for UNIX (2 held)
- STS Veritas NetBackup PureDisk 6.5 (2 held)

Sales Awards / Accreditations

- SSE Altiris Asset Management Suite 7.0 from Symantec (2 held)
- SSE Altiris Client Management Suite 6 (1 held)
- SSE Altiris Client Management Suite 7 (9 held)
- SSE Altiris IT Management Suite 7.0 from Symantec (2 held)
- SSE Altiris Server Management Suite 7 (3 held)
- SSE Dell Management Console Version 1 (1 held)
- SSE Symantec Backup Exec 12.5 for Windows Servers (6 held)
- SSE Symantec Backup Exec 2010 (4 held)
- SSE Symantec Backup Exec System Recovery 2010 (3 held)
- SSE Symantec Backup Exec System Recovery 8.5 (4 held)
- SSE Symantec Brightmail Gateway (October 2008) (1 held)
- SSE Symantec Brightmail Gateway 9 (3 held)
- SSE Symantec Brightmail Gateway Small Business Edition 9 (1 held)
- SSE Symantec Control Compliance Suite 10 (2 held)
- SSE Symantec Control Compliance Suite 9 (1 held)
- SSE Symantec Critical Systems Protection 5 (3 held)
- SSE Symantec Data Loss Prevention 10 (4 held)
- SSE Symantec Data Loss Prevention 9 (3 held)
- SSE Symantec Endpoint Protection 11 (24 held)
- SSE Symantec Endpoint Protection Small Business Edition 12 (1 held)
- SSE Symantec Enterprise Vault 8 (7 held)
- SSE Symantec Enterprise Vault 9.0 (4 held)
- SSE Symantec Ghost Solution Suite 2 (7 held)
- SSE Symantec IM Manager 8 (3 held)
- SSE Symantec Information Foundation 2007 (2 held)
- SSE Symantec Mail Security for Domino 7.5 (1 held)
- SSE Symantec Mail Security for Microsoft Exchange 6 (2 held)
- SSE Symantec NetBackup 7 (4 held)
- SSE Symantec Network Access Control 11 (19 held)
- SSE Symantec Protection Suite (released June 2009) (1 held)
- SSE Symantec Protection Suite: Small Business Edition, Advanced Business Edition and Enterprise Edition (2 held)

Suite D2
Reston, Virginia 20191
Phone: (703) 871-8500
Fax: (703) 871-8505

Done Internet | Protected Mode: Off 110%

VMWARE CONTRACT #10374

VMWARE DEALER AGREEMENT (NORTH AMERICA - GOVERNMENT)

This Distributor Agreement (the "Agreement") is made as of the date of January 18, 2007 ("**Effective Date**") by and between VMware, Inc., a Delaware corporation, with its principal office located at 3145 Porter Drive, Palo Alto, California 94304 ("**VMware**"), and Carahsoft Technology Corporation, a Maryland corporation with offices at the address specified below the signature block ("**Dealer**"), to appoint Dealer as a distributor / reseller of the software and service products designated in **Exhibit A** in accordance with the terms and conditions of this Agreement.

RECITALS

WHEREAS, Dealer has certain United States federal, state and local government sales and partner expertise in which to sell VMware products and services;

WHEREAS, Dealer is currently holds United States General Services Administration (GSA) Schedule No. FCIS-JB-980001B to which Dealer wishes to make VMware products and services available for sale;

NOW THEREFORE, in consideration of these premises and the mutual promises contained herein, the parties agree as follows.

1. APPOINTMENT

1.1 **Appointment**. VMware hereby appoints Dealer as a nonexclusive distributor / reseller of the Products (as defined below) within the territory set forth in **Exhibit A** ("Territory"). Dealer may either: (i) sell the Products directly to third party resellers or (ii) sell the Products directly to end users. For purposes of this Agreement, a "reseller" sells the Products directly to end users who will use the Products or to third parties to who may re-sell the Products. VMware reserves the right to deal directly in the Territory including the right to: (a) license end users directly, via Internet distribution or otherwise; (b) appoint other distributors for the Products in the Territory; (c) provide technical support in the Territory; and (d) enter into arrangements or agreements with third parties, including but not limited to end users, dealers, original equipment manufacturers (OEMs), system integrators, or value-added resellers (VARs) in connection with the Products in the Territory. Dealer acknowledges that this Agreement in no way constitutes a license to Dealer to reproduce the Products or any portion thereof, and if Dealer desires such a license, it must enter into a separate agreement with VMware.

1.2 **Products**. Software Products (as defined herein) may be ordered by Dealer in the form of a package with media including the Software Product object code and documentation and an Activation Device (as defined herein) to activate such code ("Packaged Product") or in the form of an Activation Device to activate a copy of the Software Product object code to be downloaded by the end user from the VMware Web site ("Electronic Product"). "Activation Device" means either a serial number that an end user uses to activate a Software Product or an activation code that an end user uses to register on the VMware Web site to obtain a serial number to activate a Software Product. Packaged Products and Electronic Products, excluding any Open Source Software (as defined in Section 1.6) provided with such Packaged Products and/or Electronic Products, are collectively referred to as "Software Products". Products may include service products, including, without limitation, Software Product support and subscription services ("Service Products"). All Service Products shall be as set out on VMware's Web site from time to time. Software Products, Service Products, and any other products (such as Media Kits) Dealer is authorized to distribute, as specified in Exhibit A to this Agreement, are collectively referred to as "Products". "Media Kit" means the packaging, Documentation, and a CD or other media that contains the inactive Software Product object code.

1.3 VMware may revise the applicable price list indicated in Exhibit A, to add or delete Products upon thirty (30) days prior written notice to Dealer. Any revision will apply to all orders accepted after the effective date of the revision. Dealer may not modify or repackage the Products.

1.4 **Title**. Title to the Software Product object code contained in the Software Product, and to all intellectual property rights of whatever nature throughout the world in and to all Software Product will remain with VMware. Title to the physical contents of the Software Product packaging and the media that contains the Software Product object code, if any, shall pass to Dealer upon shipment by VMware. Except to the extent expressly permitted by applicable law, and to the extent VMware is not permitted by that applicable law to exclude or limit the following rights, Dealer shall not reverse engineer, de-compile, disassemble or otherwise derive source code from the Software Products nor will Dealer use any mechanical, electronic or other method to trace, decompile, disassemble, or identify the source code of the Software Products or encourage others to do so.

1.5 **End User License Agreement**. Dealer shall distribute the Software Products with a copy of the applicable VMware end user license agreement accompanying the Software Products ("End User License Agreement").

1.6 **Open Source Software**. "Open Source Software" means individual software components that are provided with the Software Products, for which the source code is made generally available, and that are licensed under the terms of various published open source software license agreements or copyright notices accompanying such software components. Open Source Software components provided with the Software Products shall be distributed under the terms of the applicable Open Source Software license agreements or copyright notices accompanying the Software Products.

The terms of this Agreement shall not apply to any Open Source Software components distributed with the Software Products.

1.7 Dealer shall ensure that its sales to resellers are made on the basis of written binding contracts with each such reseller which contracts include as a minimum provisions at least as protective of VMware as the following terms of this Agreement (and Dealer will procure compliance by each such reseller with such provisions): sections 1.4, 1.5, this clause 1.7 (but so that it relates to contracts between a reseller and any further intermediary), 3.1, 3.2, 8, 9.4 and 9.5; and a prohibition on the reseller selling Products outside the Territory.

2. PRICES, ORDERS, DELIVERY AND PAYMENT

2.1 **Prices**. VMware shall sell the Products to the Dealer at VMware's then-current Selling Price, less the discounts set forth on the applicable price list. Although VMware may publish suggested list prices, these are suggestions only and Dealer will be entirely free to determine the actual prices at which Products will be sold to its customers. Dealer's purchase price does not include any tariffs, customs or duties that may be applicable to the sale of the Products. When VMware has the legal obligation to collect such tariffs, customs or duties, the appropriate amount shall be added to Dealer's invoice and paid by Dealer. Prices do not include any national, regional, and local excise, sales, use, withholding or similar taxes. If Dealer is required to pay any withholding tax, charge or levy in respect of any payments due to VMware hereunder, Dealer agrees to gross up payments actually made such that VMware shall receive sums due hereunder in full and free of any deduction for any such withholding tax, charge or levy. Dealer shall provide VMware with a resale certificate, issued by the state to which product is to be shipped, at the time of each order. If the resale certificate is not provided at the time of order, applicable sales taxes will be charged. VMware may revise the list price for the Products upon thirty (30) days prior written notice to Dealer. Revisions will apply to all orders accepted by VMware after the effective date of the revision.

2.2 **Orders and Acceptance**. Dealer may initiate purchases of Products under this Agreement only by submitting written purchase orders ("Orders") to VMware. Dealer agrees that Orders do not have to be signed to be valid and enforceable. The terms and conditions of this Agreement will apply to all Orders submitted to VMware and supersede any different, conflicting, or additional terms on Dealer's Orders. Orders issued by Dealer to VMware are solely for the purpose of requesting delivery dates and quantities, which quantity per order will meet the minimum requirements set forth in **Exhibit A**. All Orders placed with VMware for the Products will be subject to VMware's written acceptance, and no Order will be binding upon VMware until the earlier of the date of VMware's written acceptance of such Order or the date of shipment of the Products included in such Order. It shall be the responsibility of Dealer to ensure its purchase orders to VMware for the Software Products and Services reflect the pricing set forth in Exhibit A. Once a purchase order from Dealer has been fulfilled by VMware, VMware shall have no liability for any pricing in Dealer's purchase order which is inconsistent with the pricing set forth on Exhibit A. If Orders for Packaged Products exceed VMware's inventory, VMware may allocate available inventory in VMware's discretion.

2.3 **Delivery and Shipping.**

(a) Delivery and Shipping of Packaged Product and Media Kits.

(i) VMware will use reasonable efforts to promptly make deliveries of Orders for Packaged Products and Media Kits so accepted by VMware.

(ii) VMware shall not be liable for any damages to Dealer or to any other person or be in breach of this Agreement for VMware's failure to fill any Orders, or for any delay in delivery or error in filling any such Orders for any reason whatsoever.

(iii) VMware shall mark all Packaged Products and Media Kits for shipment to Dealer's address set forth below or to the address specified in Dealer's Order (if specified), and shall deliver the Packaged Products and Media Kits to a carrier or forwarding agent chosen by VMware. Shipment will be F.O.B. Origin, at which time risk of loss passes to Dealer. Dealer shall pay all freight, insurance and other shipping expenses for Orders.

(b) Delivery of Electronic Product.

(i) VMware will use reasonable efforts to promptly make deliveries of Orders for Electronic Products so accepted by VMware.

(ii) VMware shall not be liable for any damages to Dealer or any other person or be in breach of this Agreement for VMware's failure to fill any Orders, or for any delay in delivery or error in filling any such Orders for any reason.

(iii) VMware shall deliver Electronic Products to Dealer by transferring corresponding Activation Devices to Dealer via e-mail to the contact set forth on **Exhibit C** for Finance and Administration issues or to the e-mail address specified in Dealer's Order (if specified). Dealer shall distribute Electronic Products to resellers by transferring the corresponding Activation Devices to such resellers, and Dealer's resellers shall distribute Electronic Products to end users by transferring the corresponding Activation Devices to end users. Upon receipt of such an Activation Device, an end user may download a single copy of the corresponding object code for such Software Product from VMware's Web site. Such end user may download only as many copies of the Software Product object code as equals the number of corresponding Electronic Product Activation Devices that such end user has purchased. After Dealer distributes or transfers an Electronic Product, Dealer shall not redistribute, resell or otherwise transfer the corresponding Activation Device to any third party. Dealer shall use best efforts to ensure that its resellers do not redistribute, resell or otherwise transfer Activation Devices to any third parties, after such resellers transfer such Activation Devices to end users. Dealer shall not make binaries for Software Products available to its customers on its web site or direct its customers to any web site other than the VMware web site to download the Software Products. If an individual accesses the VMware web site and inputs correct

details relating to an Activation Device issued by VMware, VMware will be entitled to assume that such individual is duly authorized to download the relevant Electronic Product and shall not be obliged to permit further downloadings than required to fulfill the relevant Order, and shall not be otherwise liable to Dealer, if that individual in fact did not have such authority.

(c) Delivery of Service Products. Certain Software Products must be sold with a corresponding Service Product. Other Software Products may be sold with a corresponding Service Product. The mandatory or optional Service Product corresponding to each Software Product is identified in the applicable price list. For each Software Product included in each Order, Dealer shall order the corresponding mandatory Service Product, and Dealer may order the corresponding optional Service Product. Service Products shall be delivered with the corresponding Software Product in the form of the associated Activation Device enabled for the applicable Service Product.

2.4 **Return.**

(a) Return of Packaged Product and Media Kits. Dealer must inspect all Packaged Products and Media Kits promptly upon receipt, and may reject any Packaged Products or Media Kits with materially defective Product Packaging (as defined in Section 2.5(a)) by requesting a Return Materials Authorization ("RMA") number from VMware pursuant to VMware's then-current return policy. Any Packaged Products or Media Kits not rejected within ten (10) days of receipt by Dealer will be deemed accepted by Dealer. Notwithstanding the foregoing, any Packaged Products or Media Kits with defective media (CD-ROM) that contain the Software Product object code and any Packaged Products with a defective Activation Device may be returned by Dealer promptly after Dealer becomes aware of the defective media or Activation Device, as the case may be, even if such ten-day period has expired. Upon receipt of the defective Packaged Product or Media Kit from Dealer, VMware shall provide to Dealer a replacement Packaged Product or Media Kit. Except for stock rotation, as permitted under Section 2.5(b), Dealer may not return unused, non-defective Packaged Products or Media Kits to VMware.

(b) Return of Electronic Product. In the case of Electronic Products, for any associated defective Activation Devices returned to Dealer by resellers or end users, Dealer shall, after obtaining an RMA number from VMware, return the defective Activation Devices to VMware with a signed VMware standard form of certificate of destruction located on VMware's Web site at http://www.vmware.com/pdf/swda.pdf, signed by the end user. Upon receipt of the defective Activation Devices and corresponding certificate of destruction from Dealer, VMware shall provide a replacement Activation Device to Dealer.

2.5 **Payment.**

(a) Payment for Products ordered from VMware and shipping costs will be due at the time the Order is placed by check or other means satisfactory to VMware. VMware may, in its sole discretion, grant credit approval, in which case all payments will be due within thirty (30) days after the date of VMware's invoice. VMware shall not invoice before the actual date of shipment. All sums not paid when due will accrue interest daily at the lesser of an annual rate of eighteen percent (18%) or the highest rate permissible by law on the unpaid balance until paid in full.

(b) VMware reserves the right to terminate or modify the terms of credit or change payment terms at any time, for any reason or no reason, upon thirty (30) days prior written notice.

2.6 **Forecasts.** During the term of this Agreement, at least thirty (30) days prior to the start of each calendar quarter, Dealer shall provide VMware with a rolling, non-binding, written forecast of the quantities of Products estimated to be required on a month-by-month basis during the upcoming calendar quarter.

2.7 **Reports.** Dealer shall provide to VMware, within ten (10) days of the end of each calendar month, a report detailing the following: (a) its sales of the Products and its current stock/inventory levels during the relevant calendar month; and (b) customers who have purchased VMware Products during the relevant calendar month. Such report shall be in the format specified by VMware and shall include the information contained on **Exhibit D**, which may be modified from time to time by VMware. In addition, Dealer shall immediately report to VMware any suspected infringing or unauthorized use or reproduction of the Products.

2.8 **Records.** During the term of this Agreement and for a period of two (2) years thereafter, Dealer shall maintain complete, clear, and accurate records of the number of Packaged Products, Electronic Products, Media Kits, and Service Products distributed by product type, to whom such Products were distributed, and the payments received thereof irrespective of the source. Dealer shall permit VMware or persons designated by VMware to inspect such records pertaining to the Products and any other materials provided to Dealer by VMware to ensure compliance by Dealer with its obligations to VMware under this Agreement. Any such inspection and audit shall be conducted during regular business hours and in such a manner as not to interfere with the business activities of Dealer. Dealer shall promptly pay to VMware any underpayments revealed by such inspection or audit, including any interest due for such late payment. Any such inspection or audit will be performed at VMware's expense, provided that, in addition to payment of any underpayments revealed by such inspection or audit, Dealer shall also promptly reimburse VMware for and reasonable costs of such audit, if such inspection or audit reveals an underpayment by Dealer of more than ten percent (10%) of the amounts payable by Dealer to VMware for the period audited. The parties agree that, notwithstanding any amounts of underpayment, such audit costs shall not exceed fifty thousand ($50,000).

2.9 **Marketing.** Dealer shall use its best efforts to promote, market and distribute the Products, and Dealer shall ensure that its marketing and advertising efforts will: (a) be of high quality and in good taste; and (b) preserve the professional image and reputation of VMware and the Products.

2.10 **Training and Support**. VMware shall provide Dealer with the training and support set forth on **Exhibit B**. Each party shall fulfill its support obligations set forth on **Exhibit B**.

3. TRADEMARKS AND NOTICES

3.1 **Trademarks**. VMware grants Dealer the non-exclusive right to use VMware's trademarks described in VMware's then-current published trademark usage guidelines ("Trademarks") solely in connection with the marketing, distribution and sale of the Products pursuant to this Agreement. Dealer shall use the Trademarks in accordance with VMware's published trademark usage guidelines located at http://www.vmware.com/pdf/branding_guidelines.pdf and agrees that VMware may, from time to time, revise these trademark usage guidelines for the purpose of protecting the standards of quality established for VMware's goods and services sold under the Trademarks. Dealer agrees to cooperate with VMware in facilitating VMware's monitoring and control of the nature and quality of the Products and related marketing materials and to supply VMware with specimens of use of the Trademarks upon request, and to comply with any instructions of VMware in relation to Trademark use. Dealer acknowledges the validity of the Trademarks and VMware's ownership thereof.

3.2 **Ownership of Trademarks**.

(a) No patent, trademark, copyright or other proprietary notice incorporated in, marked on, or fixed to any Products, packaging, or documentation by VMware shall be removed, altered or obliterated by Dealer. Dealer shall not challenge VMware's rights in any Trademarks which VMware may apply to or use in connection with the Products. All goodwill and reputation which accrues to any VMware Trademarks in the course of Dealer's and its reseller's business in the promotion and sale of the Products shall automatically vest in VMware without any separate or additional consideration of any kind to Dealer, and Dealer agrees to take all such reasonable actions necessary to effect such vesting.

(b) Dealer shall not adopt, use, register, make application or attempt to register (whether such registration is for a trade mark, trade name, corporate or business name, a domain name or otherwise) any acronym, Trademark, trade names or other marketing name of VMware or any confusingly similar mark, uniform resource locator (URL), Internet domain name, or symbol as part of Dealer's own corporate or reading name or such name of any of its affiliates or the names of any products it markets. Any registration or application to register referred to in the preceding sentence (whether or not made or granted with VMware's consent) is hereinafter referred to as a "Registration". All Registrations shall be held by Dealer on trust for VMware, and Dealer undertakes, without delay following VMware's request, to: (i) transfer any Registration to VMware or such other person or entity as VMware may direct; (ii) do everything reasonably requested by VMware, and otherwise assist VMware, to ensure that ownership of the Registration and all rights to use it are transferred to VMware. For example, where the Registration is in respect of domain name, Dealer will, where this is required under local rules to effect a transfer, send clear instructions to the relevant official domain name registry in approved form, formally instructing and authorizing the transfer of the registration of the domain name. Where the domain name registry does not permit transfer, Dealer will coordinate cancellation of its rights with an application by VMware. Where the rules of the domain name registry or common practice allow any choice in the manner of effecting transfer, Dealer will first consult with VMware and act as instructed; and (iii) delete from all material on or accessible through any website any reference to the domain name or mark which is the subject of the Registration, or any similar name or mark. Dealer agrees that VMware will own any goodwill or reputation associated with any Registration. Dealer hereby formally appoints VMware as its agent to do all acts or execute all documents within the scope of Sub-section (ii) above on its behalf should it fail to do so. Dealer acknowledges that this appointment is made to secure the performance of an obligation owed to VMware and is irrevocable.

4. WARRANTY

4.1 **Warranty Service**. Dealer shall make appropriate arrangements with VMware to provide warranty service for end users for all Software Products. If a Software Product qualifies under the warranty provisions of the applicable End User License Agreement for warranty service, Dealer shall advise the end user to return the Software Product to the source from which the end user obtained it (i.e., VMware, Dealer, or its authorized resellers) for replacement by such source. Irrespective of the source, if an end user returns a Software Product to Dealer, and that Software Product qualifies under the warranty provisions of the applicable End User License Agreement for warranty service, Dealer shall promptly provide the end user with a replacement Software Product. Dealer shall return any such Software Product (including the Activation Device and corresponding certificates of destruction) to VMware, at VMware's expense, along with the dated end user proof of purchase within thirty (30) days after Dealer's receipt of the Software Product from the end user. VMware shall provide Dealer with, at VMware's option, a credit for, or replacement of, such Software Product.

4.2 **WARRANTY DISCLAIMER**. VMWARE HEREBY DISCLAIMS ANY WARRANTIES ON THE PRODUCTS, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. Any product performance or service warranty will run directly from VMware to the end user.

5. TERM AND TERMINATION

5.1 **Term**. This Agreement will commence on the Effective Date and will continue for a term of one (1) year, unless sooner terminated in accordance with this Section 5. This Agreement will automatically renew for successive one (1) year terms unless terminated by either party upon no less than thirty (30) days written notice prior to the termination of the initial or any renewal term.

5.2 **Termination**. Either party may terminate this Agreement at any time, for any reason or no reason, upon thirty (30) days' prior written notice to the other party. This

Agreement may be terminated for material breach of any provision of this Agreement by either party, provided that written notice of the breach has been given to the breaching party and the breaching party has not cured the breach within thirty (30) days after delivery of the notice. The provisions of Sections 1.4, 2.7, 2.10, 3.2, 4.2, 5.2, 5.3, 6, 7, 8 and 9 will survive expiration or termination of this Agreement. Expiration or termination shall be without prejudice to the accrued rights and liabilities if the parties.

5.3 **Limitation of Liability upon Termination.** WITHOUT PREJUDICE TO SECTION 8, NEITHER VMWARE NOR DISTRIBUTOR WILL BE LIABLE TO THE OTHER FOR DAMAGE OF ANY KIND, INCLUDING LOSS OF PROFIT, LOSS OF CUSTOMERS, LOSS OF BUSINESS OPPORTUNITY AND INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ON ACCOUNT OF THE TERMINATION OR EXPIRATION OF THIS AGREEMENT IN ACCORDANCE WITH THIS SECTION 5. DISTRIBUTOR WAIVES ANY RIGHT IT MAY HAVE TO RECEIVE ANY COMPENSATION OR REPARATIONS ON TERMINATION OR EXPIRATION OF THIS AGREEMENT UNDER THE LAW OF THE TERRITORY OR OTHERWISE, OTHER THAN AS EXPRESSLY PROVIDED IN THIS AGREEMENT. Neither VMware nor Dealer will be liable to the other on account of termination or expiration of this Agreement for reimbursement or damages for the loss of goodwill, prospective profits or anticipated income, or on account of any expenditures, investments, leases or commitments made by either VMware or Dealer or for any other reason whatsoever based upon or growing out of such termination or expiration. THE PARTIES ACKNOWLEDGE THAT THIS SECTION HAS BEEN INCLUDED AS A MATERIAL INDUCEMENT FOR VMWARE TO ENTER INTO THIS AGREEMENT AND THAT VMWARE WOULD NOT HAVE ENTERED INTO THIS AGREEMENT BUT FOR THE LIMITATIONS OF LIABILITY AS SET FORTH HEREIN. Termination shall not, however, relieve either party of obligations incurred prior to the termination.

6. CONFIDENTIAL INFORMATION.

"Confidential Information" means any information disclosed by one party to the other pursuant to this Agreement that is marked "Confidential," "Proprietary," or in some similar manner. Each party shall treat as confidential all Confidential Information of the other party and shall not use such Confidential Information except to exercise its rights or perform its obligations under this Agreement. Each party shall not disclose such Confidential Information to any third party during the term of this Agreement and for a protection period of three (3) years beyond such term. The terms and conditions of this Agreement shall be Confidential Information subject to the provisions of this Section 6, whether or not marked confidential. This paragraph will not apply to any Confidential Information that: (a) was rightfully in possession of either party prior to receipt of such Confidential Information from the other party; (b) is or becomes a matter of public knowledge through no fault of the party receiving such Confidential Information hereunder; (c) is rightfully received from a third party without a duty of confidentiality; (d) is independently developed by the other party without breach of any confidentiality obligations; or (e) is disclosed by either party with the other party's written approval; or (f) the recipient is required to disclose by applicable law or court order. The parties acknowledge that breach of this Section 6 will cause irreparable damage to the disclosing party for which monetary damages will be an inadequate remedy. Accordingly, either party will be entitled to seek and obtain injunctive and any other relief (legal or equitable) to restrain any breach or anticipated breach of this Section 6.

7.1 INDEMNIFICATION

7.1 **Indemnification.** VMware shall, at its expense, defend Dealer against and pay all costs and damages made in settlement or finally awarded against Dealer resulting from any claim, action or allegation brought against Dealer, that a Software Product infringes any copyright or trademark of a third party in the United States, Japan or European Community ("Infringement Claim"); provided that, as conditions of VMware's obligation so to defend and pay, Dealer: (a) promptly notifies VMware in writing of any such Infringement Claim; (b) gives VMware sole control of the defense of any such Infringement Claim and any related negotiations or settlement; and (c) gives VMware the information and assistance necessary to settle or defend such Infringement Claim. If it is adjudicatively determined, or if VMware reasonably believes that any Software Product infringes any third party copyright or trademark, then VMware may, at its option and expense: (i) modify the Software Product or infringing part thereof to be reasonably equivalent and non-infringing; (ii) procure for Dealer a license to continue distributing the Software Product or infringing part thereof; (iii) replace the Software Product or infringing part thereof with other comparable products; or (iv) terminate Dealer's rights hereunder with respect to the infringing Software Product.

7.2 **Exclusions.** VMware's obligations under Section 7.1 do not apply to any Infringement Claim arising from the: (a) use of the Software Product other than as specified in the applicable documentation, if the infringement would have been avoided absent such misuse; (b) use of other than the current version of the Software Product, if the infringement would have been avoided by use of the current version; (c) modification of the Software Product by any third party; (d) combination or use of the Software Product with materials not furnished by VMware, if such infringement would have been avoided by the use of the Software Product alone; or (e) modification of the Software Product by VMware according to instructions from Dealer or to a design furnished by Dealer.

7.3 **Limitation.** THIS SECTION 7 STATES THE SOLE LIABILITY OF VMWARE WITH RESPECT TO ANY INFRINGEMENT BY THE PRODUCTS OF ANY PATENT, COPYRIGHT, TRADE SECRET, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT.

8. LIMITATION OF LIABILITY. VMWARE'S LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WILL NOT EXCEED FIFTY PERCENT (50%) OF THE AMOUNTS PAID UNDER THIS AGREEMENT BY DISTRIBUTOR TO VMWARE DURING THE PREVIOUS TWELVE (12) MONTH PERIOD FOR THE

PRODUCTS GIVING RISE TO THE LIABILITY. NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

9. MISCELLANEOUS.

9.1 **Governing Law**. The rights and obligations of the parties under this Agreement shall not be governed by the 1980 U.N. Convention on Contracts for the International Sale of Goods. This Agreement will be governed by the laws of the State of California and the United States of America, without regard to conflict of law principles. The parties hereby consent to the exclusive jurisdiction of the state and federal courts located in Santa Clara County, California, for resolution of any disputes arising out of this Agreement. Notwithstanding the foregoing, either party may seek injunctions to prevent and/or stop any breach of, and otherwise enforce, the provisions of Section 6, and VMware may seek injunctions to prevent and/or stop any infringement of, and otherwise enforce, its intellectual property rights of whatever nature, in the courts of any country, state or other territory which accepts jurisdiction.

9.2 **Assignment**. This Agreement and any rights or obligations of Dealer hereunder may not be assigned, sub-contracted or otherwise transferred by Dealer without VMware's prior written consent. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the parties' permitted successors and assigns.

9.3 **Indemnification by Dealer**. If VMware should incur any liability to a third party caused by the non-performance of Dealer of any of its obligations under this Agreement, or resulting from any act or omission of Dealer, or if VMware incurs any liability to a third party by reason of acts of Dealer in marketing or distributing the Products, Dealer agrees to indemnify and hold VMware free and harmless from any such liability, and from all loss, claims, costs, demands, debts, and causes of action in connection therewith, including reasonable attorneys' fees.

9.4 **Export Control**. Dealer understands and acknowledges that VMware is subject to regulation by agencies of the United States, including, but not limited to, the U.S. Department of Commerce, which prohibit export or diversion of certain products and technology to certain countries. Any and all obligations of VMware to provide any technical information or assistance shall be subject in all respects to such laws and regulations as shall from time to time govern the license and delivery of technology and products abroad by persons subject to the jurisdiction of the United States, including without limitation the U.S. Export administration Act of 1979, as amended, any successor legislation, and the Export Administration Regulations issued by the U.S. Department of Commerce, Bureau of Export Administration. Dealer agrees to cooperate with VMware including without limitation, providing required documentation, in order to obtain export licenses or exemptions therefrom. Dealer warrants that it will comply with the U.S. Export Administration Regulations and other U.S. and foreign laws and regulations governing exports and imports in effect from time to time.

9.5 **Foreign Corrupt Practices Act; Compliance with Law.** In conformity with the United States Foreign Corrupt Practices Act, Dealer and its employees and agents shall not directly or indirectly make an offer, payment, promise to pay, or authorize payment, or offer a gift, promise to give, or authorize the giving of anything of value for the purpose of influencing an act or decision of an official of any government within the Territory or the United States Government (including a decision not to act) or inducing such a person to use his influence to affect any such governmental act or decision in order to assist VMware in obtaining, retaining or directing any such business. Dealer will at all times comply with all laws and regulations which apply from time to time to the promotion, sale and support of the Products in the Territory.

9.6 **Language**. This Agreement is in the English language only, which language shall be controlling in all respects, and all versions hereof in any other language shall not be binding on the parties hereto. All communications and notices to be made or given pursuant to this Agreement shall be in the English language.

9.7 **Currency.** All Prices and other amounts payable by Dealer hereunder shall be paid in United States Dollars. All references to "dollars", "U.S. $" or "$" shall mean United States dollars.

9.8 **Notices**. Any notice under this Agreement must be in writing and either delivered in person, sent by fax, or first class mail (if within the United States) or sent by air courier to the address set forth on **Exhibit C**, addressed to the contact for Business issues, with a copy of the notice to the contact for Contract/Legal issues. Notices will be considered to have been given at the time of actual delivery in person or by fax, five (5) business days after deposit in the mail, or two business (2) days after delivery to an air courier service.

9.9 **Relationship of the Parties**. The relationship of VMware and Dealer established by this Agreement is that of independent contractors. Nothing contained herein shall constitute either party the agent of the other party, or otherwise grant either party the authority to bind the other party to any obligation, or constitute the parties as partners or joint venturers and neither party shall hold itself out as being an agent, having such authority, or being a partner or joint venturer of the other.

9.10 **Primary Contacts**. The primary VMware and Dealer contacts for business, finance, and contract administration are listed on **Exhibit C**. Either party may change these contacts at any time.

9.11 **Severability.** If any portion of this Agreement (including without limitation the prohibition on de-compiling or reverse engineering) is held to be unenforceable, the remainder of this Agreement will continue to be valid and enforceable to the fullest extent permitted by law.

9.12 **Force Majeure.** Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquake, fire, and explosions, but the inability to meet financial obligations is expressly excluded.

9.13 **Counterparts.** This Agreement may be executed in counter parts, each of which so executed will be deemed to be an original and such counterparts together will constitute one and the same agreement. This Agreement may be executed and delivered by facsimile and the parties agree that such facsimile execution and delivery shall have the same force and effect as delivery of an original document with original signatures, and that each party may use such facsimile signatures as evidence of the execution and delivery of this Agreement by all parties to the same extent that an original signature could be used.

9.14 **Entire Agreement.** The terms and conditions of this Agreement constitute the entire Agreement between the parties and supersede all previous agreements, whether oral or written, between the parties with respect to the subject matter hereof. No amendment or waiver of this Agreement will be binding unless it has been agreed to in writing by both parties. All Orders will be governed by the terms and conditions of this Agreement notwithstanding any preprinted or other terms and conditions contained in such Orders. Any such additional or conflicting terms and conditions on any Dealer Order, acknowledgement or other business form are hereby rejected by VMware.

IN WITNESS WHEREOF, Dealer and VMware have caused this Agreement to be signed by their duly authorized representatives, effective as of the Effective Date.

"VMware"

By: _____

Name: _____

Title: Tom Jurewicz Vice President of Finance

Date: 1/24/07

Fax: _____

E-mail: _____

Approved by DK for JZ and CA Date: 1/26/07

"Dealer"

By: _____

Name: Ellen Ford

Title: Contracts Manager

Date: January 18, 2007

Fax: 703-851-8505

E-mail: sales@carahsoft.com; ellen.ford@carahsoft.com

12369 Sunrise Valley Drive, Suite D2

Reston, VA 20191
Dealer Address
US
Country

EXHIBIT A

PRODUCTS, DISCOUNTS, MINIMUM ORDER REQUIREMENTS, AND TERRITORY (NORTH AMERICA - GOVERNMENT)

1. **Products:** Dealer is authorized to sell all Products listed on the then current VMware Government Price List.

2. **Discounts:**

   (a) **Acting as a Reseller Discount:** When Dealer is selling directly to the end user as described in Section 1.1(ii), then Dealer shall be eligible for a discount of twelve percent (12%) off of the then current Government Price List in addition to the 'Level 1 – Standard' discount as stated in the VMware Government Program Terms and Conditions. The license fees payable by Dealer for the Product is based on the above stated discount as deducted from the Selling Price listed in the aforementioned Price List.

   (b) **Acting as a Distributor Discount:** When Dealer is selling to a third party who is reselling to the end user as described in Section 1.1(i), then Dealer shall be eligible for a discount of twelve percent (12%) off of the then current VMware Government Price List in addition to the applicable discount as determined by the VMware Government Program Terms and Conditions, as applicable. The license fees payable by Dealer for the Product is based on the above stated discount as deducted from the Selling Price listed in the aforementioned Price List.

3. **Minimum Order Requirements:** VMware Workstation for Windows or Linux – Twenty (20) boxes for Packaged Product or twenty (20) Activation Devices for Electronic Product. There is no minimum order requirement for VMware Infrastructure.

4. **Territory:** The "Territory" shall be defined as customers who are: (i) end users that are United States Federal Government Agencies, state, county and municipal governments of the United States OR (ii) third party resellers or third party system integrators who are selling to those end users described in 4(i) above.

5. **Program Benefits**: Dealer is eligible for benefits under the then current VMware Government Program in the VMware Government Program Terms and Conditions as published by VMware from time to time. With the exception of the above stated VMware Government Program Terms and Conditions, Dealer shall not have the right to participate in any other VMware VIP reseller or distributor partner programs, discounts or pricing promotions.

EXHIBIT B

TRAINING AND SUPPORT

1. **Training.** Within ninety (90) days of the Effective Date, VMware shall provide to Dealer, at no charge, one (1) day of VMware technical training at VMware's facility in Palo Alto, California. VMware shall require, at a minimum, one (1) technical representative and one (1) business representative of Dealer to attend such training session. Training shall be conducted in English, and Dealer is responsible for translation of training materials or providing translator resources, if necessary. Dealer may also request that training take place in the local geography of Dealer, subject to: (a) Dealer's reimbursement of travel expenses for the VMware trainer provided to Dealer, and (b) payment by Dealer of travel time for VMware's trainer, which shall be invoiced at $1,000 per day. The training session shall include approximately six (6) hours of instruction and workbook guidance. The training class shall provide the Dealer technical support team with functional and technical product knowledge and answers to common end-user questions. VMware shall provide additional training to Dealer upon request and subject to VMware's then-current training fees.

2. **Support.** VMware shall provide the following support to Dealer, at no charge: (a) by email (channel-techsupport@vmware.com); (b) through VMware's partner-specific area located on VMware's Web site; and (c) by assignment of a VMware Channel Manager. The Channel Manager shall be responsible for providing Dealer with marketing collateral, updated product information, and changes to pricing, as applicable.

3. **Warranty Service.** Dealer shall be responsible for providing all warranty and return services to its resellers and such resellers' end-user customers. The level and duration of warranty services shall be consistent with the End User License Agreement, which currently specifies a warranty support period of ninety (90) days.

EXHIBIT C

CONTACT INFORMATION

1. Business issues:

VMware contact Jenifer Baker	Dealer contact: Will Jones
Title:	Title: Director of Sales
Email address:	Email address: will.jones@carahsoft.com
Phone number:	Phone number: 703-871-8525

2. Financial/Administration issues:

VMware contact: Chris Adkins	Dealer contact: Karina Roncal
Title: Revenue Manager	Title: Director of Operations
Email address: cadkins@vmware.com	Email address: karina.roncal@carahsoft.com
Phone number: 650-842-8976	Phone number: 703-871-8519

3. Contract/Legal issues:

VMware contact: Joseph Zuccaro	Dealer contact: Ellen Ford
Title: Sr. Contracts Manager	Title: Contracts Manager
Email address: jzuccaro@vmware.com	Email address: ellen.ford@carahsoft.com
Phone number: 650-842-8930	Phone number: 703-871-8561

EXHIBIT D

DISTRIBUTOR REPORTS

Inventory/Sell Through Summary Report:

- Dealer's Name
- Sales Date (yyyy/mm)
- VMware Part Number
- Product Description
- Beginning Inventory Quantity on Hand
- Purchases During the Month
- Quantity Sold to Resellers
- Quantity Sold to End Users (if permitted under the Agreement)
- Ending Inventory Quantity on Hand

Sell Through Detail Report:

- Dealer's Name
- Reseller Name
- Sales Date (yyyy/mm)
- VMware Part Number
- VMware Product Description
- Activation Device
- Ship Quantity
- End User Company Name
- End User Support Administrator/Buyer
- End User Title
- End User Address
- End User City
- End User Zip/Postal Code
- End User Country
- End User E-Mail Address
- End User Phone Number
- Drop Shipped to End User by VMware (Y/N)
- Opportunity Registration Account Number