

AMENDMENT #2 TO QUILT CONTRACT NUMBER MSA-05012019-F

THIS AMENDMENT (the “Amendment”), is entered into this 16 day of August, 2019 (the “Amendment Effective Date”), by and between The Quilt (“Quilt”), a national coalition of regional networks located at 2442 NW Market Street, #68, Seattle, Washington, 98107, and Carahsoft Technology Corporation (“Aggregator” or Carahsoft”), located at 11493 Sunset Hills Rd, Suite 100, Reston, Virginia 20190. This Amendment amends the contract between Quilt and Carahsoft, contract number MSA-05012019-F, executed by the parties on or about May, 2019 (the “Agreement”).

WHEREAS, for the promises contained herein and for other valuable consideration, Quilt and Carahsoft now wish to further amend the Agreement as follows:

1. The parties agree to amend agreement to allow for industry and technology advances, and to add products and services to Exhibit B of this Agreement as mutually agreed in writing from time to time. Should Quilt and provider reach mutual agreement regarding pricing and/or discounts for any/all new products and/or services then the parties will add them to this Agreement by written amendment.
2. Pricing.
 - a. The parties have mutually agreed to add the following manufacturers as an authorized manufacturer under Exhibit B “Products and Services”. These services can be delivered through any platform, as required by the manufacturer & needed by the Quilt Members.

- | | | |
|------------|--------------------|---------------|
| 1. ASG | 3. New Relic | 5. Salesforce |
| 2. Genesys | 4. Recorded Future | 6. Solar Wind |

3. Ratification.
 - a. All other terms and conditions of the Agreement shall remain unchanged and shall continue in full force and effect.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Amendment to the Amended and Restated Agreement.

The Quilt

Carahsoft Technology Corporation

By: Jennifer Leasure

Name: Jennifer Leasure

Title: President

Date: 8/16/19

By: Tim Boltz

Name: Tim Boltz

Title: Director of Sales

Date: 8/16/19

Exhibit B

Carahsoft Pricing Schedule

Vendor	ASG - Enterprise Data Intelligence	ASG - Cypress & Mobius	Genesys	New Relic	Recorded Future	Salesforce	Solar Winds
Product Category							
Software Licenses:							
1 Year Subscription	50% off List Price	44% off List Price	0.51%	2.50%	5%		5%
2 Year Subscription	50% off List Price	44% off List Price	0.51%	2.50%	5%		5%
3 Year Subscription	50% off List Price	44% off List Price	0.51%	2.50%	5%		5%
4 Year Subscription	50% off List Price	44% off List Price	0.51%	2.50%	5%		5%
5 Year Subscription	50% off List Price	44% off List Price	0.51%	2.50%	5%		5%
Support (SnS)	Support is included along with license fees in a single price (not itemized) thus discount for license & support will be the same. Standard, Enhanced, and Premium support available.	Support is included along with license fees in a single price (not itemized) thus discount for license & support will be the same. Standard, Enhanced, and Premium support available.	Support is a percentage of license fees paid				
1 Year Subscription			0.51%	10%	5%		5%
2 Year Subscription			0.51%	10%	5%		5%
3 Year Subscription			0.51%	10%	5%		5%
4 Year Subscription			0.51%	10%	5%		5%
5 Year Subscription			0.51%	10%	5%		5%
Managed Services	N/A	N/A	0.51%	N/A	N/A		
End User Computing	N/A	N/A		N/A	N/A		
Cloud Subscription Services	N/A	N/A	0.51%	N/A		5%	2.00%
Training:	N/A	N/A	0.51%	N/A			2.00%
Level 1 (0-150cr)			0.51%	N/A		5%	2.00%
Level 2 (151-600cr)			0.51%	N/A		5%	2.00%
Level 3 (601-1200cr)			0.51%	N/A		5%	2.00%
Level 4 (1201+cr)			0.51%	N/A		5%	2.00%
Professional Services:	N/A	N/A	0.51%	N/A			2.00%
Level 1 (0-150cr)			0.51%	N/A		5%	2.00%
Level 2 (151-600cr)			0.51%	N/A		5%	2.00%
Level 3 (601-1200cr)			0.51%	N/A		5%	2.00%
Level 4 (1201+cr)			0.51%	N/A		5%	2.00%
Hardware:	N/A	N/A	0.51%	N/A		N/A	

The Quilt Product Discount Matrix

Discount Matrix applies to New Sales and Renewals

*For more information including all Manufacturer's Terms and Conditions for Support and Subscription Services "SnS" please see:

[https://www.carahsoft.com/Eula/ASG Technologies](https://www.carahsoft.com/Eula/ASG_Technologies)

<https://www.carahsoft.com/Eula/Genesys>

[https://www.carahsoft.com/Eula/New Relic](https://www.carahsoft.com/Eula/New_Relic)

[https://www.carahsoft.com/Eula/Recorded Future](https://www.carahsoft.com/Eula/Recorded_Future)

[https://www.carahsoft.com/Eula/Salesforce MSA](https://www.carahsoft.com/Eula/Salesforce_MSA)

<https://www.solarwinds.com/legal/eula>

Exhibit C

Administrative Procedures

Provider will establish a Provider Team dedicated to servicing the Quilt Agreement and Quilt Authorized Buyers. The Provider Team will have a lead person that will be the primary contact for non-technical issues.

The Provider Team may directly contact Quilt Authorized Buyers regarding their Services, both in a sales mode and an on-going customer management mode.

Quilt Approved Buyers may directly contact the Provider Team to get information about Services.

The Quilt will establish a dedicated liaison (Quilt Liaison) to be the administrative point of contact for the oversight, management, and administration of the Quilt Agreement. The Quilt Liaison will be a point of contact for Quilt Authorized Buyers to get information about processes and procedures associated with purchases made through the Quilt Agreement. They will also be available as a point of escalation in the event of unresolved problems with Services from Provider.

The Provider Team is responsible for providing information to the Quilt Liaison and Quilt President and CEO to ensure the Quilt Agreement is being implemented correctly. The Provider or "AQP" is requested to deliver to the Quilt Liaison a report on the volume of AQB activity related to the agreement on a regular interval.

Non-technical Problem resolution:

Quilt Authorized Buyers will use the Provider Team to address and handle problems as a first point of contact. If response is lacking or not acceptable, the Quilt Authorized Buyer should notify and work with the Quilt Liaison to get resolution.

Technical Problem resolution:

Quilt Authorized Buyers will be provided with full contact to technical problem reporting Services through the Provider. Provider trouble tickets will be issued to the Quilt Authorized Buyer's approved contacts in accordance with Providers fault management procedures. In the event that Quilt Authorized Buyers do not get appropriate technical response/resolution, the Quilt Authorized Buyer may contact the Provider Team Primary Contact. If they still do not get appropriate response, the Quilt Authorized Buyer should next inform the Quilt Liaison to assist in getting a response.

PROVIDER TEAM

Primary Contact

Name	Martin Gavin
Title	Program Manager
Organization	Carahsoft
Address	1860 Michael Faraday Dr.
	Suite 100
City	Reston
State	VA
Zip	20148
Phone	(703) 673-3518
Email	Martin.Gavin@Carahsoft.com

Backup Contact

Name	Tim Boltz
Title	Sales Director
Organization	Carahsoft
Address	1860 Michael Faraday Dr.
	Suite 100
City	Reston
State	VA
Zip	20148
Phone	(703) 230-7402
Email	Tim.Boltz@Carahsoft.com

Primary Technical Contact

Name	Nick Wager
Title	VMware Pre-Sales Technical Lead
Organization	Carahsoft
Address	1860 Michael Faraday Dr.
	Suite 100
City	Reston
State	VA
Zip	20148
Phone	(703) 581-6615
Email	Nick.Wager@Carahsoft.com

Quilt Liaison

Name	Jennifer Griffin
Title	Program Coordinator
Organization	The Quilt
Address	2442 NW Market Street
	#68
City	Seattle
State	Washington
Zip	98107
Phone	303.909.4687
Email	griffin@thequilt.net
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