

MODIFICATION NO. 3
TO
CONTRACT NUMBER VA-180917-TCTL
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
ThunderCat Technology LLC

This Modification No. 3 ("**Modification**") is an agreement between the Virginia Information Technologies Agency ("**VITA**"), pursuant to § 2.2-2012 of the *Code of Virginia* and on behalf of the Commonwealth of Virginia ("**Commonwealth**"), and ThunderCat Technology LLC ("**Supplier**"), to modify and amend Contract No. VA-180917-TCTL ("**Contract**") in accordance with the terms and conditions of this Modification. This Modification and any attachments thereto is, upon execution by VITA and Supplier (each a "**Party**" and, collectively, the "**Parties**"), incorporated into and made an integral part of the Contract.

Capitalized terms used in this Modification have the meaning ascribed to them in the Contract unless otherwise defined in this Modification.

In consideration of the recitals set forth above, which are hereby restated and agreed to by the Parties, and for valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, Supplier and VITA agree to amend the Contract as follows:

1. Supplier agrees that if Supplier is providing any Salesforce or Salesforce-owned Software, Licensed Services, or related Services pursuant to an Order or SOW issued pursuant to this Contract that are being supplied by Carahsoft Technology Corporation (hereinafter "Carahsoft") and/or by Salesforce, Inc. (hereinafter "SFDC") for resale to an Authorized User by Supplier pursuant to such issued SOW or Order, that Carahsoft and SFDC shall be considered Subcontractors to Supplier with respect to the Supplier's provision of the Software, Licensed Services, and related Services described in such Order or SOW, and with any other terms and conditions incorporated therein. Supplier agrees it is fully responsible for the actions of all its Subcontractors in the Supplier's provision of the Software, Licensed Services, or Services described in such applicable Order or SOW and for complying with all of Supplier's other obligations applicable to Subcontractors under the Contract.
2. The Parties agree if Supplier issues an Order or SOW to an Authorized User pursuant to the Contract for which Carahsoft and/or SFDC are supplying the Software, Licensed Services and/or Services described therein for resale by Supplier to an Authorized User, that Supplier shall describe in the applicable Order or SOW the Software, Licensed Services, or Services it is providing on behalf of SFDC and/or Carahsoft to an Authorized User, in the applicable Order or SOW. An Authorized User's acceptance of such an Order or SOW shall constitute Authorized User's written authorization and agreement to Supplier's use of those specific Subcontractors to provide Supplier's contractual obligations under the Contract, in satisfaction of Section 4.D., "Subcontractors" of the Contract.

The changes set forth in this Modification are effective immediately.

The foregoing is the complete and final expression of the agreement between Supplier and VITA to modify the Contract and cannot be modified, except by writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN UNCHANGED.

PERSONS SIGNING THIS MODIFICATION ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THE CONTRACT AND ACKNOWLEDGE THAT EACH OF THE SUPPLIER AND THE COMMONWEALTH AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

ThunderCat Technology LLC

VITA, on behalf of the
COMMONWEALTH OF VIRGINIA

BY: 

BY: 

NAME: Jean Kim

NAME: Jeanne C. Mertens

TITLE: Contracts

TITLE: Strategic Sourcing Consultant

DATE: 11/19/2024

DATE: 11/22/2024