



boomi

**Boomi, LP**  
One West Elm Street  
Suite 200  
Conshohocken, PA 19427  
www.boomi.com

January 16, 2025

Galveston County, TX  
722 Moody Ave. 2<sup>nd</sup> Floor  
Galveston, TX 77550-2318

RE: Current Boomi Order

Ladies and Gentlemen:

Reference is hereby made to the quote listed on Schedule A hereto pursuant to which the undersigned customer ("you" or the "Customer") purchase Boomi products or services from Dell Technologies Inc. or one of its affiliates ("Dell") (such quote, together with any agreements, amendments, exhibits, attachments, statements of work, purchase orders, work orders, schedules and other collateral documents thereunder or applicable to such quote, collectively, an "Order").

As you may be aware, Dell decided not to renew its resale agreement with Boomi, LP (together with its affiliates, "Boomi"). As part of such non-renewal, Dell will assign its rights and obligations to collect payment(s) for the Order from you for the remainder of your Order term to Carahsoft Technology Corp. ("Carahsoft") (the "Assignment"). Your use of the Boomi products will continue to be governed by the same terms and conditions that apply today, and except for the entity to which you submit any future payments under the Order, there will be no other changes to your Order. For purposes of facilitating the seamless continuation of the provision of services under the Order(s), you hereby agrees as follows:

1. Customer hereby consents, effective as of the date of Customer signature below, to the Assignment. Solely with respect to the foregoing consent, Customer hereby (a) waives the observance of any notice periods or compliance with any specified methods of delivery of notice under any agreement, (b) agrees that the Assignment shall not constitute a breach of, or accelerate any of the rights of Customer under, any agreement and (c) waives any rights to terminate any agreement solely as a result of the consummation of the Assignment. In addition, Customer hereby consents, effective as of the date of Customer's signature below, to the transfer to Carahsoft or its affiliates of any of Customer's confidential information, including personal information, held by Dell pursuant to the Order.

2. Except as set forth in Section 1 above, this letter shall not constitute a waiver of any other rights of Customer under the Order. Customer acknowledges that (a) following the Assignment, the Order will continue in full force and effect in accordance with its terms and (b) except as specifically set forth herein, this letter shall not amend, modify or affect any of the provisions, covenants or conditions contained in the Order or any of the parties' respective obligations under the Order, which will remain in full force and effect following the Assignment.

3. To the extent that, under the terms of the Order, Dell may freely assign or otherwise transfer any agreement (or a portion of any such agreement) in accordance with its terms, Dell will be free to assign or otherwise transfer the Order in connection with the Assignment accordingly so that payment for Boomi services shall remain with Carahsoft going forward.

4. If the Order contains a governing law provision, this letter shall be governed by, and construed in accordance with, the laws of that jurisdiction. Otherwise, this letter is governed by, and construed in accordance with, the laws of the State of Delaware.

Members of the Dell and Boomi teams are available to provide any additional information you may need. Please feel free to contact us with any questions at [Boomi.Customer.Notification@boomi.com](mailto:Boomi.Customer.Notification@boomi.com).

*[Signature page follows]*

Sincerely,

**DELL TECHNOLOGIES INC., a  
Delaware corporation**

By:  
Name:  
Title:



Christopher A. Garua  
Senior Vice President and Assistant  
**BOOMI, LP, a Delaware limited** Secretary  
partnership

By: Jessica Soisson

Jessica Soisson (Jan 21, 2025 12:11 EST)

Name: Jessica Soisson  
Title: CFO

**Carahsoft Technology Corp.**

By: Daniel Graham

Name: Daniel Graham  
Title: Team Lead

Acknowledged and Agreed  
as described herein, as of  
the date first written above.

**CUSTOMER**

Galveston County, TX

By: Mark Henry  
Name: Mark Henry  
Title: County Judge

Date: March 17, 2025

*[Handwritten signature]*

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## SCHEDULE A

### Order

#### 1. Order:



### A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your Premier page, or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000168950479.1	Sales Rep.	Eunice Quiroz
Total	\$64,737.00	Phone	(800) 456-3355 / (617) 8627
Customer #	221251	Email	Eunice_Quiroz@Dell.com
Quoted On	Nov 20, 2023	Billing To	ACCOUNTS PAYABLE
Expires by	Dec 20, 2023		COUNTY OF GALVESTON
Contract Name	Texas Department of Information Resources (TX DIR)		722 MOODY AVE
Contract Code	C000000306541		FL 4
Customer Agreement #	TX DIR-TSD-1761		GALVESTON, TX 77550-2516

#### Message from your Sales Rep

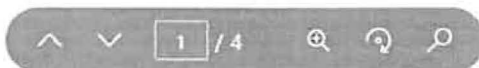
Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell.

Regards,  
Eunice Quiroz

#### Shipping Group

<b>Shipping To</b>	<b>Shipping Method</b>
LAUREN MICHAELS COUNTY OF GALVESTON INFORMATION TECHNOLOGY 722 MOODY AVE 2ND FL GALVESTON, TX 77550 (409) 770-6233	Standard Delivery Free Cost

Product	Unit Price	Quantity	Subtotal
Boomi SEL Solution Bundle 1	\$1.00	7	\$7.00
Boomi SEL Solution Bundle 10	\$10.00	3	\$30.00
Boomi SEL Solution Bundle 100	\$100.00	647	\$64,700.00



Page 1



Subtotal:	\$64,737.00
Shipping:	\$0.00
Environmental Fee:	\$0.00
<b>Non-Taxable Amount:</b>	<b>\$64,737.00</b>
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
<b>Total:</b>	<b>\$64,737.00</b>

Maximize your new technology on day one

Dell ProDeploy Suite

Learn More

Boomi Subscription Mid-Contract Year 2 of 5  
 Contract Start Date: 12/28/2022  
 Contract End Date: 12/27/2027

Description	Qty	Invoice Start Date	Invoice End Date	Price in Months
Molecule	2	12/28/2023	12/27/2024	12
Atom Cloud Attachment - Test	2	12/28/2023	12/27/2024	12
Deployment Environments Enabled	1	12/28/2023	12/27/2024	12
Premier Support	1	12/28/2023	12/27/2024	12
Advanced Workflow	1	12/28/2023	12/27/2024	12
Atom Worker - Test	2	12/28/2023	12/27/2024	12
Enterprise Edition License	1	12/28/2023	12/27/2024	12
Parallel Processing	1	12/28/2023	12/27/2024	12
Services Enablement	1	12/28/2023	12/27/2024	12
Standard Connection	10	12/28/2023	12/27/2024	12
Atom Cloud Attachment	2	12/28/2023	12/27/2024	12
Advanced User / Security	1	12/28/2023	12/27/2024	12
Standard Test Connection	20	12/28/2023	12/27/2024	12
Unlimited FTP Connections	1	12/28/2023	12/27/2024	12
Atom Worker	2	12/28/2023	12/27/2024	12
<b>Subtotal</b>				<b>\$64,737.00</b>



### Shipping Group Details

## Shipping To

LAUREN MICHAELS  
COUNTY OF GALVESTON  
INFORMATION TECHNOLOGY  
722 MOODY AVE 2ND FL  
GALVESTON TX 77550  
(409) 770-6233

## Shipping Method

Standard Costs: Free Cost

		Unit Price	Quantity	Subtotal
<b>Boomi SEL Solution Bundle 1</b>		\$1.00	7	\$7.00
Estimated delivery if purchased today: Nov. 28, 2023 Contract # C000000006841 Customer Agreement # TX C04-TSD-3763				
Description	SKU	Unit Price	Quantity	Subtotal
Boomi SEL Solution Bundle 1	AB592601		7	
		Unit Price	Quantity	Subtotal
<b>Boomi SEL Solution Bundle 10</b>		\$10.00	3	\$30.00
Estimated delivery if purchased today: Nov. 28, 2023 Contract # C000000006841 Customer Agreement # TX C04-TSD-3763				
Description	SKU	Unit Price	Quantity	Subtotal
Boomi SEL Solution Bundle 10	AB592604		3	
		Unit Price	Quantity	Subtotal
<b>Boomi SEL Solution Bundle 100</b>		\$100.00	647	\$64,700.00
Estimated delivery if purchased today: Nov. 28, 2023 Contract # C000000006841 Customer Agreement # TX C04-TSD-3763				
Description	SKU	Unit Price	Quantity	Subtotal
Boomi SEL Solution Bundle 100	AB592605		647	
				Subtotal:
				\$64,737.00
				Shipping:
				\$0.00
				Environmental Fee:
				\$0.00
				Estimated Tax:
				\$0.00
<b>Total:</b>				<b>\$64,737.00</b>



## Important Notes

### Terms of Sale

This Quote and, if Customer places a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please include any tax exemption status on your purchase order and send your tax exemption certificate to [Tax\\_Exemption@dell.com](mailto:Tax_Exemption@dell.com) or [AFSAlex@deloitte.com](mailto:AFSAlex@deloitte.com) as applicable.

**Governing Terms.** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at [www.dell.com/terms](http://www.dell.com/terms) or [www.dell.com/overseas/terms](http://www.dell.com/overseas/terms)), or for productive Service offerings, the applicable cloud terms of service (documented on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

**Supplier Software Licenses and Services Descriptions.** Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on [www.dell.com/usa/Descriptions](http://www.dell.com/usa/Descriptions) and terms for Supplier branded standard services are listed at [www.dell.com/services/our/offerings](http://www.dell.com/services/our/offerings) or for certain infrastructure products at [www.dell.com/us/customer-services/product-warranty-and-service-descriptions/1781](http://www.dell.com/us/customer-services/product-warranty-and-service-descriptions/1781).

**Offer-Specific, Third Party and Program-Specific Terms.** Customer's use of third party software is subject to the license terms that accompany the software. Certain Supplier-branded and third party products and services listed on this Quote are subject to additional, specific terms stated on [www.dell.com/offerings/offerterms](http://www.dell.com/offerings/offerterms) ("Offer-Specific Terms").

**In case of Resale only.** Should Customer procure any products or services for resale, whether on a standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer specific terms in a written agreement with the end user and provide written evidence of doing so upon receipt of request from Supplier.

**In case of Financing only.** If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will bill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS, instead of to Customer, if FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier. Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically issued terms and descriptions are available in hard copy upon request.