VENDOR CONTRACT

Between		and
	(Company Name)	

THE INTERLOCAL PURCHASING SYSTEM (TIPS) For

MANAGEMENT SOFTWARE AND SERVICES
CONTRACT NUMBER 3022516

General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

Definitions

PURCHASE ORDER is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

PREMIUM HOURS are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

REGULAR HOURS are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

Terms and Conditions

Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Contracts

All contracts and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or

Tax exempt status

repair of buildings.

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit

exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of contracts

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

Disclosures

- 1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
- 3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contracts

The contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

Shipments

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. The normal fee is 2%, but can be negotiated with the Vendor.

Participation Fees

Vendor or vendor assigned dealer contracts to pay the participation fee for all contract sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS contract. Failure to pay the participation fee will result in termination of contract. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

- 1. Indemnity for Personality Contracts. Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
- 2. Indemnity for Performance Contracts. The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and

hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, Texas Loc. Gov'T Code, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

Providing material that does not meet the specifications of the contract;

- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

TIPS Member Purchasing Procedures

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number". Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Contract

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop

work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded contract thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Services

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

Project Delivery Order Procedures

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this contract when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Contracts:** All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
- <u>Promotion of Contract</u>: It is agreed that Vendor will encourage all eligible entities to
 purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor
 and not through TIPS contract is not acceptable to the terms and conditions of this contract
 and will result in removal of Vendor from Program. Vendor is expected to use marketing
 funds for the marketing and promotion of this contract.
- <u>Daily Order Confirmation</u>: All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
- <u>Vendor custom website for TIPS</u>: If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
- <u>Back Ordered Products</u>: If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.

Check one of the following responses to the <u>General Terms</u> and <u>Special Terms and Conditions</u>: () We take no exceptions/deviations to the <u>general</u> and/or <u>special terms and conditions</u>. (Note: If none are listed below, it is understood that no exceptions/deviations are taken.) () We take the following exceptions/deviations to the <u>general</u> and/or <u>special terms and conditions</u>. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking

exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on

your exceptions/deviations below:

Exceptions:			

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information	า	Contact Info	ormation	Ship to Information
Bid Creator Email	Kim Thompson Coordinator of Office Operations Kim.Thompson@tips-usa.com	Address	Region VIII Education Service Center 4845 US Highway 271 North	Address
Phone Fax	(903) 575-2608 (866) 929-4402	Contact	Pittsburg, TX 75686 Kim Thompson, TIPS	Department
	,	001110101	Office Manager	Building
Bid Number Title	3022516 Management Software and	Department		Floor/Room
riue	Services	Building		Telephone
Bid Type	RFP			Fax
Issue Date Close Date	12/02/2015 1/15/2016 3:00:00 PM CT	Floor/Room		Email
Need by Date	1/15/2016 3.00.00 PIVICT	Telephone Fax	+1 (866) 839-8477 +1 (866) 839-8472	
,		Email	bids@tips-usa.com	
Supplier Inform				
Company Address	ClearPointe 7 Office Park Dr Suite 200			
	Little Rock, AR 72211			
Contact Department Building Floor/Room				
Telephone	1 (501) 225-1155			
Fax	1 (501) 225-2612			
Email Submitted	1/15/2016 8:19:47 AM CT			
Total	\$0.00			
Signature Elo	y De La O		Email eloy.de	elao@clearpointe.com
Supplier Notes	3			
Bid Notes				
Dist Asc 10's				
Bid Activities				
Bid Messages				
Please review	the following and respond where	necessary		

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	ClearPointe is a premier technology solutions provider. We are experts in design, deployment and management of advanced technologies that transform our client's IT platforms into a strategic asset that delivers true business value. Our unique solutions enable secure, stable, and scalable IT environments that enhance end user experience and create stakeholder peace of mind. Our expertise covers LAN/WAN, servers, routers, switches, firewalls, public, private and hybrid cloud solutions.
6	Primary Contact Name	Primary Contact Name	Corinne Johnson
7	Primary Contact Title	Primary Contact Title	Executive VP
8	Primary Contact Email	Primary Contact Email	notifications@clearpointe.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	5012251155
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	5012252612
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
12	Secondary Contact Name	Secondary Contact Name	Tiffany Letson
13	Secondary Contact Title	Secondary Contact Title	Controller
14	Secondary Contact Email	Secondary Contact Email	notifications@clearpointe.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	5012251155
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	5012252612
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Tiffany Letson
19	Admin Fee Contact Email	Admin Fee Contact Email	notifications@clearpointe.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	5012251155

21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Corinne Johnson
22	Purchase Order Contact Email	Purchase Order Contact Email	notifications@clearpointe.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	5012251155
24	Company Website	Company Website (Format - www.company.com)	www.clearpointe.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	71-1520764
26	Primary Address	Primary Address	7 Office Park Drive #200
27	Primary Address City	Primary Address City	Little Rock
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	AR
29	Primary Address Zip	Primary Address Zip	72211
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Managed Services, Consulting Services, Professional Services, IT Services, Information Technology, Microsoft, Server, SAN, VMware, Cisco, Fortinet. Firewall, Router, Switch
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Regulations for Contracts document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Little Rock
34	Company Residence (State)	Vendor's principal place of business is in the state of?	AR
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)

39	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
43	Start Time	Average start time after receipt of customer order is working days?	10
44	Years Experience	Company years experience in this category?	12
45	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
46	Prices are guaranteed for?	(Month(s), Year(s), or Term of Contract) (Standard term is "Term of Contract")	For the initial term of the contract for each client.

Line Items		
	Response Total:	\$0.00

CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name:	ClearPointe	
	7 Office Park Drive # 200	
Mailing Address:	Little Rock	
City:		
State:	AR	
Zip:	72211	
Telephone Number:	501-225-1155	
Fax Number:	501-225-2612	
Email Address:	eloy.delao@clearpointe.com	
Authorized Signature:	euc.	1/14/16
Printed Name:	Eloy De La O	
Position:	Chief Business Officer	
honor the participation	tal TERM of one year with the option of t I fee for any sales made based on the TIP Ition of contract and will affect the award	S contract. Failure to pay the fee will
Blende	McNact	2-25-16
TIPS Authorized Signat	ure	Date
David ?	Nagne Fitts	2-25-16
Approved by Region VI	II ESĆ/	Date

References

** Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.

Organization	City	State	Contact Name	Contact Phone
Northwest Arkansas Community College	Bentonville	AR	Jason Degn	479-619-4337
City of Jacksonville	Jacksonville	AR	Scott Rothlisberger	501-982-4502
University of Arkansas Athletic Department	Fayetteville	AR	Clayton Hamilton	479-575-4548



MASTER SERVICES AGREEMENT

This Master Services Agreement is entered into as of ______, 20__ (the "Effective Date"), between ClearPointe, Inc., an Arkansas corporation with corporate offices located at 7 Office Park Drive, Little Rock, Arkansas, 72211 ("ClearPointe") and Client name, a Client State [CLIENT TYPE OF ENTITY – e.g. "corporation" or "limited liability company"] with a place of business at Client address United States ("Client") (each of ClearPointe and Client, a "Party"; and together, the "Parties").

1. Structure of Agreement.

- 1.1 Scope. This Master Service Agreement, together with the applicable Services Descriptions, any Statements of Work, and all Addenda, all of which are incorporated by reference and made a part of this agreement (collectively, this "Agreement"), sets forth the terms and conditions under which ClearPointe will provide information systems management services and professional services to Client.
- 1.2 Statement of Work for Implementation Services. If Client requires implementation or other consulting services, such services will be described in a Statement of Work signed by the Parties (a "Statement of Work").
- 1.3 Services Descriptions for Services. The following Services Descriptions (each, a "Services Description") set forth the specific services available from ClearPointe under this Agreement, as well as Service-specific terms, conditions, responsibilities and delivery schedules that will govern the provision of the relevant Services: (a) the NOC Services Description for the "Infrastructure Services" (as defined therein); (b) the Helpdesk Services Description for the "Helpdesk Services" (as defined therein), and (c) the Azure Services Description for the "Azure Services" (as defined therein).
- 1.4 Purchased Services Addendum. Each Purchased Services Addendum, as amended by any additional Addenda, sets forth the specific Infrastructure Services that Client is purchasing, the price for such Services, and the date such services will commence (the "Service Commencement Date"). If ClearPointe is unable to commence Services on the Service Commencement Date because of any material failure on the part of Client (including failure of Client to provide Client resources in a timely manner), Client will nonetheless be responsible for the fees set forth in the Purchased Services Addendum beginning on the Service Commencement Date.
- 1.5 Addenda. "Addendum" or "Addenda" will mean any Purchased Services Addendum, Services Renewal Addendum, Device List Addendum, or Services Modification Addendum agreed upon by the Parties.

2. Services.

- 2.1 Defined. "Services" will mean all services provided under this Agreement and the "Service Fees" will mean all fees paid or payable therefor. Except for Supplemental Services, the Services to be rendered by ClearPointe to Client are limited to those Services that are specifically described in the applicable Services Description (as purchased pursuant to a Purchased Services Addendum) or a Statement of Work, in each case as may be amended by any additional Addenda. Unless specifically stated in writing, under no circumstances will any of ClearPointe's suppliers be obligated under this Agreement to provide technical support or other services to Client.
- 2.2 Supplemental Services. ClearPointe will provide Client with certain limited services and equipment needed by Client on a "one-off" or emergency basis (the "Supplemental Services") in the event such services are not included within the scope of the Services purchased by Client pursuant to a Purchased Services Addendum or Statement of Work. ClearPointe will obtain Client's approval prior to providing such Services and, unless otherwise agreed, Client will pay ClearPointe's published rates for such Services. Client will be charged for Supplemental Services in the invoice issued

the month following delivery of the Services. ClearPointe will use commercially reasonable efforts to provide requested Supplemental Services, <u>provided</u>, <u>however</u>, that ClearPointe has no obligation to determine the need for or to provide Supplemental Services. All Supplemental Services are provided on an "as-is" basis and exclude warranties of any kind, whether express or implied.

3. Term and Termination.

- 3.1 **Term**. This Agreement will commence on the Effective Date and will remain in effect for as long as any Statement of Work or Purchased Services Addendum, as amended by any additional Addenda, remains in effect (collectively, the "Term").
- 3.2 Early Termination for Cause. Either Party may immediately terminate this Agreement for "cause" if: (a) the other Party is in material breach of this Agreement and such breach is not corrected within thirty (30) days after receipt of written notice of the breach from the non-breaching Party, or (b) the other Party has appointed a trustee for the benefit of its creditors, commences bankruptcy or similar proceedings, or initiates a voluntary dissolution.
- 3.3 Effects of Expiration or Termination.
- 3.3.1 Continuing Rights and Obligations. Expiration or termination of this Agreement by either Party will not limit either Party from pursuing any other remedies available to it, including injunctive relief, nor will such termination release Client from any obligation to pay all fees and expenses that have accrued or that Client has agreed to pay under this Agreement up to the date of termination. The Parties' rights and obligations under Sections 3.3, 4.4, 6, 7, 8, 10, 11, 13.3, 14, 15 and 16 will survive termination of this Agreement.
- 3.3.2 Client Data. It is Client's responsibility to remove Client's data from any ClearPointe-owned equipment prior to expiration or termination of this Agreement. At Client's request ClearPointe will assist with such removal and Client will pay ClearPointe's published rates for such Services. ClearPointe shall have no liability for the disposition or treatment of such data after expiration or termination of this Agreement.
- 3.3.3 Transfer of Third Party Licenses and Maintenance Agreements. Upon expiration or termination of this Agreement, at Client's request ClearPointe will assist Client in effectuating the transfer to Client of those licenses and maintenance agreements that are transferable. Client will pay ClearPointe's published rates for such Services together with all necessary transfer fees in advance.
- 3.3.4 Terminated Licenses. If any license granted under this Agreement expires or otherwise terminates: (a) Client will immediately cease using the licensed materials, (b) ClearPointe may access all applicable equipment to remove the licensed materials; and (c) upon request Client will certify to ClearPointe that Client has ceased using the licensed materials and that there are no copies thereof remaining in Client's possession. These requirements apply to copies in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials.

- 4. Pricing and Payment Terms.
- 4.1 Service Fees. Client will pay the Service Fees in the relevant Purchased Services Addendum or Statement of Work. The Service Fees for services performed outside the scope of the foregoing will be charged at ClearPointe's published rates unless otherwise mutually agreed by the Parties
- 4.2 Expenses. Client will reimburse ClearPointe for actual expenses (including travel, meals, mileage, and other similar expenses) incurred by ClearPointe in performing the Services. A summary of expenses sorted by major category will be included in the invoice for the associated Services.
- Invoicing and Payment Terms. ClearPointe will send 4.3 invoices for monthly recurring Services on the first (1st) day of the month preceding the provision of the Services and Client must pay the invoiced amounts on or before the fifteenth (15th) day of such preceding month. Such invoices will also include any Supplemental Services provided in the previous month. For project work, Client will comply with the payment requirements set forth in the applicable Statement of Work. For all amounts not paid when due, Client agrees to pay an additional charge equal to ten percent (10%) of the applicable Service Fee. In the event that Client disputes all or any portion of the amount due on any invoice, Client will pay all amounts due, but will be entitled to notify ClearPointe in writing, prior to the due date of such invoice, of the nature and basis of the dispute. The Parties will use their best efforts to resolve the dispute promptly in accordance with Section 15. If it is ultimately determined that Client should not have paid the disputed amount, ClearPointe will credit such amount on Client's next monthly invoice.
- 4.4 Taxes. Amounts payable by Client hereunder do not include local, state, or federal sales, use, value-added, or other taxes or tariffs of the United States of America or other countries based on the licenses or services provided under this Agreement or Client's use thereof. Client will pay all such taxes or tariffs as may be imposed upon ClearPointe or Client, except income taxes imposed on ClearPointe by the United States of America or any state or local government therein. Client will be invoiced for, and Client will pay, any such taxes or tariffs if ClearPointe is required to pay them on Client's behalf.
- 4.5 Failure to Pay; Remedies. Client acknowledges that its failure to pay timely any of the fees payable hereunder, or any portion thereof, will be a material breach of this Agreement for which ClearPointe may, in addition to pursuing all other remedies, suspend Services and/or terminate this Agreement. If the Services are restored after ClearPointe suspends the Services due to Client's failure to pay, Client will pay a reactivation fee based on the manhours spent by ClearPointe validating Client's components and restoring the Services.

5. Warranties.

- 5.1 Services Warranty. ClearPointe warrants that it will perform the Services in a professional and workmanlike manner utilizing properly trained personnel. For any breach of the foregoing warranty, ClearPointe will exercise commercially reasonable efforts to re-perform any non-conforming Services that were performed within the ten (10) business day period immediately preceding the date of Client's written notice to ClearPointe specifying in reasonable detail such non-conformance. If ClearPointe concludes that conformance is impracticable, then ClearPointe will refund all fees paid by Client to ClearPointe hereunder, if any, allocable to such nonconforming Services.
- 5.2 Third Party Products. ClearPointe is not responsible for the performance of any hardware, software or other materials provided by third parties. Product warranties for third party products, if any, are provided by the manufacturers thereof and not by ClearPointe. ClearPointe's sole obligation is to act on behalf of Client to assist in obtaining satisfaction of any such warranty.

6. DISCLAIMERS.

6.1 The express remedies set forth in Section 5 will constitute Client's exclusive remedies, and ClearPointe's sole

- obligation and liability, for any claim (a) that any Service provided hereunder does not conform to specifications or is otherwise defective, or (b) that the Services were performed improperly.
- 6.2 EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 5, WHICH ARE LIMITED WARRANTIES AND THE ONLY WARRANTIES PROVIDED TO CLIENT, THE SERVICES AND DELIVERABLES ARE PROVIDED "AS IS," AND NEITHER VENDOR NOR ITS SUPPLIERS MAKES ANY ADDITIONAL WARRANTIES, EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, AS TO THE DELIVERABLES OR SERVICES PROVIDED HEREUNDER, OR ANY MATTER WHATSOEVER. THE PARTIES DISCLAIM ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND NON-INFRINGEMENT.
- 6.3 NEITHER VENDOR NOR ITS SUPPLIERS WARRANTS THAT THE SERVICES OR ANY DELIVERABLES WILL MEET ANY CLIENT REQUIREMENTS NOT SET FORTH HEREIN, THAT ANY DELIVERABLES WILL OPERATE IN THE COMBINATIONS THAT CLIENT MAY SELECT FOR USE, THAT THE OPERATION OF ANY DELIVERABLES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. IF PREPRODUCTION (E.G., "ALPHA" OR "BETA") RELEASES OF SOFTWARE ARE PROVIDED TO CLIENT, SUCH COPIES ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND
- 6.4 Except as may be done in accordance with Section 16.14, no statement by any ClearPointe employee or agent, orally or in writing, will serve to create any warranty or obligation not set forth herein or to otherwise modify this Agreement in any way whatsoever.
- LIMITATION OF LIABILITY. IN NO EVENT WILL CLIENT. VENDOR, OR VENDOR'S SUPPLIERS, BE LIABLE FOR SPECIAL. INDIRECT. INCIDENTAL. CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, SAVINGS, REVENUE, USE, DAMAGED OR LOST FILES OR DATA, OR BUSINESS INTERRUPTION, THAT MAY ARISE IN CONNECTION WITH THIS AGREEMENT, ANY SERVICES OR DELIVERABLES PROVIDED TO CLIENT, OR ANY MATTER WHATSOEVER, REGARDLESS OF THE CAUSE OF ACTION OR CHARACTERIZATION OF THE DAMAGES. EVEN IF THE PARTY SOUGHT TO BE HELD LIABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL VENDOR OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR FOR AGGREGATE LIABILITY TO CLIENT ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY SERVICES OR DELIVERABLES PROVIDED TO OR ANY MATTER WHATSOEVER, REGARDLESS OF THE CAUSE OF ACTION OR CHARACTERIZATION OF THE DAMAGES, EXCEEDING THE AMOUNT OF FEES PAID BY CLIENT UNDER THIS AGREEMENT DURING THE ONE (1) YEAR PERIOD PRECEDING THE FIRST ACT GIVING RISE TO LIABILITY. NO PARTY WILL BE LIABLE FOR ANY DAMAGES BASED ON ACTIONS OR OCCURRENCES THAT OCCURRED MORE THAN ONE (1) YEAR BEFORE THE OTHER PARTY PROVIDES NOTICE OF THE CLAIM. THE FOREGOING LIMITATIONS OF LIABILITY ARE INDEPENDENT OF ANY EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY SET FORTH IN THIS AGREEMENT, AND WILL SURVIVE AND APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDIES SPECIFIED HEREIN.
- 8. Essential Basis of Bargain. Client acknowledges and agrees that the fees charged by ClearPointe in this Agreement reflect the overall allocation of risk between the Parties, including by means of the provisions for limitation of liability and exclusive remedies described in this Agreement. Such provisions form an essential basis of the bargain between the Parties and a modification of such provisions

would affect substantially the fees charged by ClearPointe hereunder. In consideration of such fees, Client agrees to such allocation of risk and hereby waives any and all rights, through equitable relief or otherwise, to subsequently seek a modification of such provisions or allocation of risk.

9. Insurance. Each Party's insurance coverage during the Term of this Agreement will include, at a minimum, comprehensive general liability and workers compensation coverage in commercially reasonable amounts. ClearPointe will maintain insurance covering losses to any ClearPointeowned equipment located at a Client facility.

10. Confidential Information.

- **Definitions**. In the course of providing the Services, either 10.1 Party (a "Disclosing Party") may provide certain of its Confidential Information to the other Party (a "Receiving Party"). For purposes of this Agreement, "Confidential Information" will mean written, confidential and proprietary information of a Disclosing Party that is not generally available to the public. All Disclosing Party Confidential Information will remain the property of the Disclosing Party. For purposes of this Agreement, software, documentation, other materials or tools used by ClearPointe in the performance of the Services, including ClearPointe Intellectual Property (as defined in Section 11) will be considered ClearPointe's Confidential Information. Confidential Information will not include information that (a) is previously known to the Receiving Party through no violation of an obligation of confidentiality; (b) is acquired by the Receiving Party without continuing restriction on use; or (c) becomes or is publicly available through no breach by the Receiving Party under this Agreement or any other agreement between the Parties.
- Obligations. The Receiving Party agrees and 10.2 acknowledges that Confidential Information of the Disclosing Party is entrusted to it in confidence, and the reputation and success of the Disclosing Party depends on maintaining and safeguarding the secrecy of its Confidential Information. The Receiving Party agrees that during the Term of this Agreement and at any time thereafter, it (a) will use the same level of care to protect the confidentiality of the Disclosing Party's Confidential Information as it does to protect its own Confidential Information, but in no event less than a reasonable degree of care, (b) will not use any Confidential Information of the Disclosing Party except for the purposes contemplated under this Agreement, (c) will not, and will not permit others to, disclose, duplicate, transfer, sell, lease, or otherwise make any Confidential Information of the Disclosing Party available to others without the prior written consent of the Disclosing Party, and (d) will not remove, or permit to be removed, any notice indicating the confidential nature of, or the proprietary rights of the Disclosing Party in, the Disclosing Party's Confidential Information. The Receiving Party will return all Confidential Information at the earlier of the termination of this Agreement or upon the request of the Disclosing Party. Notwithstanding the foregoing, ClearPointe may disclose such information as is required to comply with any reporting obligations to its suppliers.
- Subpoena or Order. If the Receiving Party receives service of a subpoena or order or other compulsory instrument issued by or under the authority of a court of competent jurisdiction or by a governmental agency that requests all or any part of the Confidential Information, the Receiving Party will: (a) provide the Disclosing Party with prompt written notice of the existence, terms, and circumstances surrounding such request or requirement; (b) consult with the Disclosing Party on the advisability of taking steps to resist or narrow that request; (c) if disclosure of Confidential Information is required, furnish only such portion of the Confidential Information as the Receiving Party is advised in writing by its counsel is legally required to be disclosed; and (d) cooperate with the Disclosing Party in the Disclosing Party's efforts to obtain an order excusing the Confidential Information from disclosure, or an order or other reliable assurance that confidential treatment will be accorded to that

portion of the Confidential Information that is required to be disclosed.

11. Proprietary Rights.

- ClearPointe Intellectual Property. The Parties acknowledge and agree that ClearPointe may use proprietary computer software, methodology, techniques, software libraries, tools, algorithms, materials, products, ideas, skills, designs, know-how or other intellectual property owned by ClearPointe or its licensors, and ClearPointe may also create additional intellectual property in the performance of the Services (all of the foregoing, the "ClearPointe Intellectual Property"). Client agrees that any and all proprietary rights to the ClearPointe Intellectual Property, as it existed as of the date hereof and as it may be modified or created in the course of providing the Services, including patent, copyright, trademark, and trade secret rights, to the extent they are available, are the sole and exclusive property of ClearPointe, free from any claim or retention of rights thereto on the part of Client, and Client hereby assigns to ClearPointe any rights it may have in any of the foregoing. Upon termination of this Agreement by ClearPointe for cause, all Client rights to any ClearPointe Intellectual Property will immediately terminate.
- 11.2 Restrictions. Client will not copy, use, modify, or distribute any ClearPointe Intellectual Property except as expressly permitted in this Agreement. Client will not remove the ClearPointe Intellectual Property from any deliverables or cause or permit the modification, distribution, reverse engineering, decompilation, disassembly or other translation of any ClearPointe Intellectual Property. Client will not alter, change, or remove from the ClearPointe Intellectual Property any identification, including copyright and trademark notices, and further agrees to place all such markings on any copies thereof.
- ClearPointe's Internal Network Security Policy. 12. ClearPointe monitors the availability and performance of its internal firewall(s) and web caching sub-system(s). This process involves monitoring for intrusion attempts and potential security breaches. In order to minimize a possible compromise of security, all services and applications exposed to the Internet on ClearPointe's servers will be updated with available security hotfixes and best practices. As appropriate, ClearPointe will proactively evaluate, investigate, and report security related incidents to appropriate authorities and to ClearPointe's management. In addition, ClearPointe will monitor and proactively manage the anti-virus protection of its servers and applications using one of the industry leading anti-virus software systems. This service includes installation of signature updates and application upgrades and follow-up on alerts forwarded by the anti-virus sub system.

13. Client Responsibilities.

Provision of Materials and Services to ClearPointe. Client agrees to timely furnish, at its own expense, all personnel, all necessary computer hardware, software and related materials and appropriate and safe work spaces for purposes of ClearPointe performing the Services. Client will provide a suitable working environment for any equipment for which ClearPointe provides Services hereunder. Such environment includes the appropriate temperature, static electricity and humidity controls and properly conditioned electrical supply for each piece of equipment covered under this Agreement. ClearPointe personnel will have free access to Client's equipment and premises for the purpose of providing Services hereunder, provided that ClearPointe complies with Client's security regulations. Client will also provide ClearPointe with access to all information regarding Client requested by ClearPointe that is necessary for ClearPointe to perform the Services. Client will also provide access as needed to third-party providers of maintenance services. Client acknowledges that from time to time (a) ClearPointe may identify additional items that need to be purchased by Client, and (b) changes in Client's systems may be required in order for ClearPointe to meet Client's requirements. In connection therewith, Client agrees to work in good faith with ClearPointe to effectuate such purchases

- or changes. Client will be responsible for the quality, completeness and workmanship of any item or service furnished by it and for ensuring that the materials provided to ClearPointe do not infringe or violate the rights of any third party. Client will maintain adequate backup for all data and other items furnished to ClearPointe.
- 13.2 Timeliness. Any timetable applicable to ClearPointe is dependent on timely receipt from Client of all necessary items and authorizations to be supplied by it. In the event of a delay in delivery of any such items by Client, any estimated completion date will be deferred for a period equal to the time lost by reason of the delay.
- 13.3 Software Installation or Replication. If ClearPointe is required to install or replicate Client software as part of the Services, Client will independently verify that all such software is properly licensed. Client's act of providing any software to ClearPointe will be deemed Client's affirmative acknowledgment to ClearPointe that Client has a valid license that permits ClearPointe to perform the Services related thereto. In addition, Client will retain the duty and obligation to monitor Client's equipment for the installation of unlicensed software unless ClearPointe in a written Purchased Services Addendum expressly agrees to conduct such monitoring. Client will indemnify and hold harmless ClearPointe against all damages and expenses it may incur (including reasonable attorneys' fees and disbursements) related to Client providing infringing materials to ClearPointe or any Client breach of this Section 13.3.
- 14. Non-Solicitation. During the Term of this Agreement and for twelve (12) months thereafter, neither Party may, directly or indirectly through another party, (a) solicit for employment, or engagement as an independent contractor, or (b) employ, or engage as an independent contractor, any person who is or was an employee or contractor of the other Party during the twelve (12) month period prior to any such actions, without the prior written consent of such other Party.
- 15. Dispute Resolution. In the event of any controversy or claim arising from or related to this Agreement, its performance or its interpretation, ClearPointe and Client will in good faith attempt to resolve the dispute within a reasonable period among themselves. Failing such attempt, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration before a single arbitrator in Little Rock, Arkansas, administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Neither Party will be obligated under this Section for breaches of Sections 10, 11.2 or 14 hereof or for any other breach as to which injunctive relief is sought.

16. General.

- No High Risk Use. The products and services provided by ClearPointe are not fault-tolerant and are neither designed nor intended for use in a situation where the failure could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Client is not licensed to use the Services in, or in conjunction with, High Risk Use. High Risk Use includes, for example: aircraft or other modes of human mass transportation, nuclear or chemical facilities, and Class III medical devices under the U.S. Food, Drug, and Cosmetic Act.
- 16.2 Export. Client will comply fully with all applicable export laws and regulations of the United States of America, the European Union, and other countries ("Applicable Export Laws") and assure that no deliverables are (a) exported, directly or indirectly, in violation of Applicable Export Laws; or (b) intended to be used for any purposes prohibited by the Applicable Export Laws, including nuclear, chemical, or biological weapons proliferation. The Parties agree not to take any actions that would cause either Party to violate the U.S. Foreign Corrupt Practices Act of 1997, as amended.
- 16.3 Notice. All notices under this Agreement, including notices of address change, will be in writing and will be deemed to have been given when sent by (a) registered mail, return receipt requested, or (b) a nationally recognized overnight

- delivery service (such as Federal Express), to the President or General Counsel of the appropriate Party at the relevant address first listed above, or to a Party's address as changed in accord with this Section 16.3.
- 16.4 Legal Expenses. In the event legal action is taken by either Party to enforce its rights under this Agreement, all costs and expenses incurred by the prevailing Party, including reasonable attorneys' fees and court costs, will be paid by the other Party.
- 16.5 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, unenforceable, or in conflict with any law of a federal, state, or local government, the validity of the remaining portions or provisions will remain in full force and effect.
- 16.6 Governing Law. This Agreement, and all matters arising under or related hereto, will be governed according to the laws of the State of Arkansas, without regard to its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.
- No Waiver. No failure on the part of either Party to exercise, and no delay in exercising, any right, power, or privilege will operate as a waiver thereof; nor will any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The waiver by either Party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach.
- 16.8 Assignment. Neither Party may assign or transfer, by merger, operation of law or otherwise, this Agreement or any right or duty arising hereunder to a third party without the other Party's prior written consent. Any purported assignment in violation of this Section will be void. Notwithstanding the foregoing, ClearPointe may assign this Agreement and its rights and obligations hereunder in its sole discretion to a successor entity in the event of an acquisition of ClearPointe, whether by stock or asset purchase, merger, corporate restructuring or reorganization, or the like.
- 16.9 Independent Contractor; Use of Subcontractors. ClearPointe is an independent contractor and nothing in this Agreement or related to ClearPointe's performance will be construed to create an employee relationship between Client and ClearPointe or any ClearPointe employee or subcontractor. ClearPointe may, in its discretion, utilize subcontractors to provide the Services hereunder.
- 16.10 No Third-Party Beneficiaries. This Agreement is an agreement between the Parties, and confers no rights upon any of the Parties' employees, agents, contractors or customers, or upon any other person or entity.
- 16.11 Construction. All references in this Agreement to 'Sections" and "Exhibits" refer to the sections and exhibits of this Agreement. The words "hereof", "herein" and "hereunder" and other words of similar import refer to this Agreement as a whole, as the same may from time to time be amended or supplemented, and not to any subdivision contained in this Agreement. The word "including" when used herein is not intended to be exclusive and means "including, but not limited to." The word "or" when used herein is not intended to be exclusive unless the context clearly requires otherwise. Each of the Parties and their counsel have carefully reviewed this Agreement, and, accordingly, no rule of construction to the effect that any ambiguities in this Agreement are to be construed against the drafting Party will apply in the interpretation of this Agreement.
- 16.12 Force Majeure. Except with regard to any obligation to pay money hereunder, neither Party hereto will be held responsible for any delay or failure in performance hereunder caused in whole or in part by fire, strike, flood, embargo, labor dispute, delay or failure of any subcontract, telecommunications failure or delay, act of sabotage, riot, accident, delay of carrier or supplier, voluntary or mandatory compliance with any governmental act, regulation or request, act of God or by public enemy, or any act or omission or other

- cause beyond such Party's control (a "Force Majeure Event"). If any such Force Majeure Event does occur, the time to perform an obligation under this Agreement affected thereby will be deemed extended by the length of time such event continues.
- 16.13 Entire Agreement. This Agreement contains all the agreements, representations, and understandings of the Parties and supersedes any previous understandings, commitments, or agreements, oral or written, with respect to the subject matter of this Agreement. To the extent there is any inconsistency between a term in Sections 1 through 16 hereof and a term in a Services Description or any Statement of Work or Addendum, the provisions of Sections 1 through 16 will govern the performance of Services thereunder.
- 16.14 Modification. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each Party that expressly states the sections of this Agreement to be modified; no other act, usage, or custom will be deemed to amend or modify this Agreement. Each Party hereby waives any right it may have to claim that this Agreement was subsequently modified other than in accordance with this Section.
- 16.15 Purchase Orders. Client may, for purposes of administrative convenience, use Client's standard form of purchase order to order Services. The Parties understand

- and agree that any terms or conditions on any such purchase order in any way different from or in addition to the terms and conditions of this Agreement will have no effect whatsoever and ClearPointe hereby rejects all such terms and conditions.
- 16.16 Press Releases. Client agrees that during the Term of this Agreement, ClearPointe may publicly refer to Client, orally and in writing, as a client of ClearPointe. Any other reference to Client by ClearPointe will be made only in accordance with this Section. The Parties will consult with each other in preparing any press release, public announcement, case study or other form of release of information concerning this Agreement or the transactions contemplated herein (a "Press Release"). Neither Party will issue or cause the publication of any Press Release without the prior written consent of the other Party; except that nothing herein will prohibit either Party from issuing or causing publication of any such Press Release to the extent that such action is required by applicable law or the rules of any stock exchange applicable to such Party or its affiliates, in which case the Party required to make such disclosure will, if practicable under the circumstances, provide the other Party a reasonable time to comment on such Press Release in advance of its issuance.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE EFFECTIVE DATE.

CLEARPOINTE, INC.	Client Name	
Signature	Signature	
Name	Name	
Title	Title	

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This Help Desk Services Description is attached to and made a part of the Master Services Agreement between ClearPointe and Client. The purpose of this Help Desk Services Description is to describe the Services available for purchase by the Client and to set forth terms and conditions applicable thereto. The specific Services to be provided to the Client are identified in the Purchased Services Addendum.

Help Desk Services. ClearPointe will use commercially reasonable efforts to provide the following services as described in this Section 1 with respect to named users listed in Schedule A

- **Phone Request.** ClearPointe will provide phone support to clients for all named users. ClearPointe Help Desk engineers will work with user to resolve issues in a responsive manner. If the client must leave a voice message, ClearPointe will use a "best effort" to respond within one (1) business hour. If the issues cannot be resolved over the phone, the engineer will establish a remote connection (with the end user's approval) to resolve the issue. If the issue cannot be resolved remotely, the engineer will refer to the escalation path defined in section 1.3.
- 1.2 Email or Portal Service Request. If the Client logs onto the ClearPointe Portal and creates a service request or sends in an Email service request, ClearPointe will use a "best effort" to respond within four (4) business hours to resolve the issue. If it is determined the issue cannot be resolved over the phone, the engineer will establish a remote connection (with the end user's approval) to resolve the issue. If the issue cannot be resolved remotely, the engineer will refer to the escalation path defined in section 1.3.
- **Escalation Path**. ClearPointe Help Desk engineers will work for approximately 15 minutes on a service issue working towards a clear "Final Path" to resolution. If a clear "Final Path" to resolution is determined, the technician will request permission of the customer to continue troubleshooting the problem past the standard 15 minutes. If a clear "Final Path" to resolution cannot be determined within 15 minutes, the issue will be escalated and client will be contacted with "Final Path" alternatives. ("Final Path" may require onsite support. Onsite support contact information must be on file).
- **1.4 Hours of coverage**: ClearPointe operates the Help Desk with a full technical staff Monday thru Friday from 7:00am-6:00pm Local Time Zones, Monday through Friday- excluding ClearPointe observed holidays. Live phone, email and web self-service support options are available.
- **Self Service Portal** all users have the option of online real-time access to ClearPointe's ticketing system to create/modify/view tickets.
- 1.6 Minimum PC/Laptop Requirements:
 - OS CURRENT OR 1 VERSION BACK
 - 2+ GHz DUAL CORE CPU
 - 2+ GB SYSTEM RAM
 - CURRENT ANTIVIRUS from: Symantec, McAfee, Microsoft Forefront, or ESET



1.7 Services Breakdown. The following chart is a list of services and application support that ClearPointe will provide with Help Desk services.

Reset passwords – File/Folder permissions
Create mailboxes & distribution lists
Unlock domain accounts - Create user accounts
Desktop / Laptop / PDA network connectivity
General desktop / laptop hardware troubleshooting
Remote software repair- proof of licensing may be requested.
Limited to individual users - not mass roll-outs or
ADD/MOVE/CHANGE
Local & shared printer driver and connectivity issues
Internet connectivity
Apple, Blackberry, Droid, Windows
Microsoft Windows
Microsoft Office Suite
Microsoft Visio
Internet Explorer
Adobe Acrobat
Citrix ICA
WinZip
Requires "Special Instructions".
If the Help Desk is unable to resolve the issue being requested, the
special instructions can include escalation to clients' internal IT or
third party vendor for remediation. This allows the Help Desk to
act as a first level for support, as well as a "vendor manager" for triaging all IT-related incidents.

ONSITE ESCALATION CONTACT:

NAME	PHONE	EMAIL



Schedule A - Named Users - Help Desk

Email address	Location
	Email address



This Standard Services Description is attached to and made a part of the Master Services Agreement between ClearPointe and Client. The purpose of this NOC Services Description is to describe the Services available for purchase by Client, and to set forth terms and conditions applicable thereto. The specific Services to be provided are identified in the Purchased Services Addendum (and related Addenda) signed by ClearPointe and Client.

Capitalized terms may be defined herein in the context in which they appear, or as otherwise defined in the Agreement. The definitions of certain capitalized terms are set forth in Section 8 below.

IT Infrastructure Device Management and Monitoring

ClearPointe will use commercially reasonable efforts to provide the following Services described in Section 1, 2 and 3 (the "Infrastructure Services") with respect to devices listed on the associated Purchased Services Addendum, to the extent Client provides reasonable access to such devices and each device passes the evaluation described below (the "Managed Devices"). Servers and other devices that are Managed Devices may be referred to below with more specificity, e.g. as "Managed Servers".

Prior to any server or device becoming subject to the Infrastructure Services, ClearPointe will evaluate it and any issues will be reviewed and discussed with Client for resolution. This evaluation will occur once ClearPointe monitoring is operational and the following items, among others, will be reviewed during this process: (i) Anti-virus is installed and appropriate exception policy is applied, (ii) Updates are current within 90 days, (iii) Hardware management software is installed (if physical), (iv) Out-of-band access is configured appropriately and (v) Data protection is applied.

All issues identified must be resolved by Client or ClearPointe (subject to an additional charge) prior to a device becoming a Managed Device. Once all issues identified in the evaluations process are addressed, ClearPointe will issue a "Welcome to Managed Services" notification to Client identifying the release of each Manager Device into management.

1 Server Management

For HP, IBM and Dell managed servers, via vendor or ClearPointe supplied monitoring tools, management applications and authorized Client requests, ClearPointe will monitor and manage the following Managed Server health indicators: (i) Logical disk space thresholds, (ii) CPU Utilization, (iii) Memory Utilization and (iv) Indicators available based on the Managed Server operation system as indicated in Section 1.4. ClearPointe will take the following server health actions: (i) Notification and expansion of low system and data volumes when available disk exists, (ii) Client request CPU / RAM modifications from virtualized machines and (iii) Application of Microsoft security / critical updates when applicable after testing.

1.1 Physical Server

For HP, IBM and Dell physical Managed Servers, via vendor or ClearPointe supplied monitoring tools, management applications and authorized Client requests, ClearPointe will monitor and manage the following physical server health indicators: (i) Temperature and Disk Array server internals exposed by vendor-supplied monitoring agents and (ii) Five minute ping test. ClearPointe will also facilitate the ordering of warrantied failed equipment.

1.2 Backup of Managed Server

Utilizing Symantec, Microsoft or Veeam, ClearPointe will monitor and manage the following for Managed Servers: (i) Monitor jobs via ClearPointe managed data protection server, (ii) Notify Client of failures and perform corrective actions, (iii) Perform Client-requested restore operations if possible, (iv) Contact Client should user intervention be required, and (v) Escalate design issues and recommend architectural solutions for permanent resolutions.

1.3 Anti-Virus Protection of Managed Server

Utilizing System Center Configuration Manager with deployed Microsoft System Center Endpoint Protection on Managed Servers, ClearPointe will: (i) Verify data file compliance, (ii) Escalate to the Client any discrepancies of compliance requiring Client intervention,



and (iii) At ClearPointe discretion, apply some signature updates immediately after release in support of urgent anti-virus defense or recovery.

1.4 Operating System Monitoring of Managed Server

ClearPointe will identify and remediate potential performance issues related to CPU utilization, memory utilization and network utilization or errors with respect to the operating system of a Managed Server. ClearPointe will also assist Client with CPU / RAM modifications. ClearPointe will provide the following remote management services with respect to the operating system of Managed Servers:

1.4.1 Windows

With respect to Windows operating systems on Managed Servers, ClearPointe will monitor: (i) System Log, Security Log and Application Log exceptions, (ii) DNS and DHCP Services, (iii) Active Directory Services (Monitor Active Directory replication and overall health and Monitor Federation Services health), (iv) Verification of automatic services running upon startup and (v) Health of operating system.

1.4.2 VMWare

With respect to VMWare operating systems on Managed Servers, ClearPointe will monitor: (i) CPU utilization, (ii) Memory utilization, (iii) Data store health and space utilization, (iv) Networking health and utilization, (v) Network traffic (utilization as a percentage of total bandwidth available), (vi) Machines running on snapshots, (vii)Disk space consumed by snapshots, (viii) Cluster health (HA and DRS) and (ix) Performance impacting conditions resulting from excessive paging or ballooning.

ClearPointe will take the following server actions with respect to VMWare operating systems: (i) Manage data store sizing and VM placement and (ii) Consolidation of snapshots.

1.4.3 Linux

ClearPointe will provide the following remote management services with respect to Linux operating systems on Managed Servers: (i) Processes, (ii) CPU, (iii) Memory, (iv) Disk and (v) Network.

2 Other Device Management

ClearPointe will provide the following remote management services in regard to the specified Managed Devices:

2.1 Router Management Services

ClearPointe will provide the following remote management services in regard to Cisco Managed Routers: (i) Monitor for availability and performance (bandwidth utilization), (ii) Identify and report hardware faults, (iii) Alert Client on defined metrics and thresholds, (iv) Perform and retain daily offsite configuration backup for manufacturers who support this feature, (v) Perform firmware review and maintenance (vi) Perform requested changes to device configuration of currently deployed functionality as requested, (vii) Management of circuits for connected WAN interfaces, (viii) Escalation of circuit issues to circuit provider, and (ix) Facilitate the ordering of warrantied failed equipment.

2.2 Firewall Management Services

ClearPointe will provide the following remote management services in regard to Fortinet, Cisco and Meraki Managed Firewalls: (i) Monitor for availability and performance (bandwidth utilization), (ii) Monitor internet connectivity through ping response from a public interface, public web page or similar service if available, (iii) Manage VPN connectivity, (iv) Identify and report hardware faults, (v) Alert Client on defined metrics and thresholds, (vi) Perform and retain daily offsite configuration backup for manufacturers who support this feature, (vii) Perform firmware review and maintenance, (viii) Perform changes to device configuration of currently deployed functionality as requested, (ix) Management of circuit for connected WAN interfaces, (x) Escalation of circuit issues to circuit provider, and (xi) Facilitate the ordering of warrantied failed equipment.

2.3 Switch Management Services

ClearPointe will provide the following remote management services in regard to HP and Cisco Managed Switches: (i) Monitor for availability and performance (bandwidth utilization), (ii) Identify and report hardware faults, (iii) Alert Client on defined metrics and



thresholds, (iv) Perform and retain daily offsite configuration backup for manufacturers who support this feature, (v) Perform network traffic monitoring as needed, (vi) Perform firmware review and maintenance, (vii) Perform VLAN port changes as requested, (viii) Monitor critical uplink trunk ports as defined by Client, (ix) Perform requested changes to device configuration of currently deployed functionality as requested, (ix) Management of circuit for connected WAN interface and (x) Facilitate the ordering of warrantied failed equipment.

2.4 Storage Area Network (SAN) Management Services

ClearPointe will utilize vendor supplied monitoring tools and management applications to provide the following remote management services in regard to HP and Dell Managed Storage Area Networks: (i) Monitor health of SAN to the extent possible utilizing vendor provided alerts and metrics if capable of integration into ClearPointe management tools, (ii) Monitor for availability, (iii) Identify and report hardware faults, (iv) Alert Client on defined metrics and thresholds based on sustained or average utilization outside of defined thresholds, (v) Perform volume management (i.e. provisioning, de-provisioning LUNs), (vi) Monitor host connectivity when host is managed, (vii) Network health and utilization, (viii) Perform firmware updates for stability or if deemed critical by the manufacturer, (ix) Monitor SAN-level replication for SANs with built-in replication capabilities and (x) Facilitate the ordering of warrantied failed equipment.

2.5 Load Balancer Management Services

ClearPointe will utilize vendor-supplied monitoring tools and management applications to provide the following remote management services in regard to Citrix NetScaler and F5 Managed Load Balancers: (i) Monitor health of physical or virtual load balancer, (ii) Monitor client load balancer for availability and performance, (iii) Alert client on defined metrics and thresholds, (iv) Perform requested changes to device configuration of currently deployed functionality and (v) Facilitate ordering of warrantied failed equipment.

2.6 Wireless Access Point Management Services

ClearPointe will provide the following remote management services in regard to Cisco, HP, Meraki, Juniper Managed Wireless Access Points: (i) Monitor for availability and performance, (ii) Identify and report hardware faults, (iii) Alert Client on defined metrics and thresholds, (iv) Perform and retain daily offsite configuration backup for manufacturers who support this feature, (v) Perform firmware review and maintenance, (vi) Service set identifier (SSID) configuration and radio broadcast, (vii) Perform requested changes to device configuration of currently deployed functionality as requested, (viii) Management of circuit for connected WAN interface and (ix) Facilitate the ordering of warrantied failed equipment.

2.7 Uninterruptible Power Supply (UPS)

ClearPointe will utilize vendor-supplied monitoring tools and management applications to provide the following remote management services in regard to Managed Uninterruptible Power Supplies when applicable and available: (i) Monitor temperature and humidity of the network enclosure, (ii) Monitor environmental health of the UPS, (iii) Monitor the power sub-system's handling of and recovery from power-related events and (iv) Facilitate the ordering of warrantied failed equipment.

3 Application Services for Managed Device

ClearPointe will use commercially reasonable efforts to provide the following remote application monitoring for Managed Devices to the extent that reasonable access to such applications is provided by software vendor and Client.

3.1 Microsoft Exchange Messaging Services

With respect to Client's Microsoft Exchange messaging sub-system ClearPointe will monitor the following availability and performance indicators: (i) Internet mail loop test (SMTP), (ii) Information store size(s) with regard to free disk space, (iii) Mail queue growth, (iv) Ability for MAPI client to achieve Exchange database logon and (v) Activation / failover of database availability groups. ClearPointe will escalate any Exchange application alerts to the Client Exchange subject matter expert as necessary.

ClearPointe will also assist Client with the operational health of the Exchange messaging system and routine tasks as follows: (i) Grant/remove permissions to public folders, distribution lists and mailboxes, (ii) Recover deleted email, (iii) Create/assign mailbox size limits, (iv) Create/assign send/receive limits, (v) Mailbox delegation, (vi) Single move mailbox, (vii) Mail forwarding, (viii) SMTP relay management, (ix) Create/assign exchange server policies, (x) Create/assign mailbox store policies, (xi) Message tracking, (xii)



Create/delete storage groups, (xiii) Create, delete, recover and backup mailbox stores, (xiv) Mailbox store maintenance, (xv) Create, delete and troubleshoot exchange connectors, (xvi) Troubleshoot message routing issues, (xvii) Restore database and (xviii) for Clients using Microsoft Forefront Online Protection, whitelist/blacklist/SPAM/anti-virus in the cloud for inbound email,

3.2 Microsoft SQL Database Management Services

ClearPointe will monitor the availability and performance of Client's Microsoft database engine as follows: (i) Monitor standard SQL maintenance plan jobs including database backups, (ii) Evaluate backup job failures and escalate to Client as necessary and (iii) Escalate any SQL database alerts to the Client SQL database administrator as necessary.

3.3 Microsoft Lync Management Services

ClearPointe will utilize management applications to monitor the health of the Microsoft Lync server as follows: (i) Topology health and (ii) Pool availability. ClearPointe will escalate any Lync application alerts to the Client Lync subject matter expert as necessary.

ClearPointe will also_assist Client with the operational health of the Lync systems and routine tasks as follows: (i) Bulk enable users for access, (ii)Enterprise Voice and (iii) Synthetic testing using local watcher node running the following tests every 2 minutes and reporting success/fail into SCOM: (a) Client Registration, (b) Instant Messaging (IM), (c) Group instant messaging (GroupIM), (d) Peer-to-peer audio/video sessions (P2PAV), (e) Audio / Visual Conference (AV Conferencing), (f) Presence, (g) Address Book service (ABS), (h) Address Book web service (ABWQ), (i) Calls routed to PSTN gateway and back (PSTN), (j) AVEdge Connectivity, (k) Mobile device instant messaging (MCXP2PIM), (l) Exchange Unified Messaging (Exum Connectivity) and (m) Application sharing (Data Conference).

3.4 Microsoft Sharepoint Management Services

ClearPointe will utilize management applications to monitor the health of the Microsoft SharePoint server as follows: (i) Monitor SharePoint alerts and (ii) Escalate any SharePoint application alerts to the Client SharePoint subject matter expert as necessary.

ClearPointe will also assist Client with the operational health of the SharePoint system and routine tasks as follows: (i) Search, indexing and work flow services, (ii) for Clients utilizing Microsoft DPM, Backup and restore sites and configuration data and (iii) for Clients using Microsoft DPM or SQL database/log backups, backup and restore SQL data.

3.5 Microsoft Remote Desktop Services (RDS) Management Services

ClearPointe will utilize management applications to monitor the health of the Remote Desktop Services environment for managed servers with the following RDS roles: Broker, Web, Gateway and Session Host and (ii) Escalate any RDS application alerts to the Client Microsoft RDS subject matter expert as necessary.

ClearPointe will also assist Client with the operational health of the Microsoft Remote Desktop systems and routine tasks as follows: (i) When load balancing device is also managed, monitor and maintain RDS load balancing and (ii) Setup or configuration of currently deployed functionality.

3.6 Microsoft Data Protection Manager

ClearPointe will utilize vendor-supplied monitoring tools and management applications to provide the following remote management services in regard to the Microsoft DPM server application: (i) Notification of alerts and availability of the Microsoft DPM services. (ii) Notification, escalation, and remediation of DPM protection availability for servers under management. (iii) Escalation and prosecution of data protection and recovery requests. (iv) DPM application functionality and availability.

3.7 Citrix XenApp

ClearPointe will utilize vendor-supplied monitoring tools and management applications to monitor the health of the Citrix XenApp servers as follows: (i) Health state and (ii) End user experience. ClearPointe will take the following actions with respect to the Citrix XenApp application: (i) Remediate health state and XenApp availability issues and (ii) Recommend sizing and expansion to accommodate application and server load. ClearPointe will escalate any Citrix XenApp application alerts to the Client Citrix subject matter expert as necessary.

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ClearPointe will also assist Client with the operational health of the Citrix XenApp systems and routine tasks as follows: (i) When load balancing device is also managed, monitor and manage XenApp load balancing and (ii) Setup or configuration of currently deployed functionality.

3.8 Blackberry Enterprise

ClearPointe will utilize vendor-supplied supplied monitoring tools and management applications to provide the following remote managements services in regard to the Blackberry server application: (i) Notification of alerts and availability of the Blackberry messaging service. (ii) Escalation with Blackberry support provided a support contract is provided for remediation of business critical failures.

3.9 Web Site Services

ClearPointe will monitor Client's web site(s) availability hosted on Managed Servers upon request and verify web page response. . ClearPointe will escalate any website alerts to the Client web subject matter expert as necessary.

3.10 Microsoft Office 365

ClearPointe will utilize vendor-supplied monitoring tools and management applications to provide the following remote management services in regard to Microsoft Office 365: (i) Notification of alerts and impact analysis (ii) Escalation with the cloud provider for remediation of business critical failures and (iii) End to end synthetic transactions to simulate the user experience from multiple office locations.

Connectivity monitoring (firewalls, routers, and applicable switches) and Active Directory monitoring (Domain Controllers) are prerequisites for Microsoft Office 365 management.

In addition to the normal connectivity monitoring specified in Section 2 ClearPointe will utilize management applications to monitor the health of Microsoft Office 365 and associated dependencies as follows: (i) Proper configuration to optimize bandwidth performance for business application to perform as defined by manufacturer (iii) Cloud Application: (a) Notification of alerts and impact analysis, (b) Escalation with the cloud provider for remediation of business critical issues and (c) End to end synthetic transactions to simulate the user experience from multiple office locations.

ClearPointe will assist Client with the operational health of the Office 365 infrastructure and routine tasks as follows: (i) Grant/remove permissions to public folders, distribution lists and mailboxes, (ii) Recover deleted email, (iii) SMTP relay management, (iv) Create/assign O365 server policies, (v) Create/assign mailbox store policies, (vi) Message tracking and (vii) Whitelist/blacklist/SPAM/anti-virus in the cloud for inbound email.

4 Problem Management Services

ClearPointe monitors the Infrastructure Services 24x7x365. ClearPointe will undertake problem management with respect to the Infrastructure Services as soon as monitoring staff in the Network Operations Center ("NOC") becomes aware of an incident. All incidents, with status or resolution, will be documented within the Problem (Incident) Ticket Tracking System.

4.1 Specific Incident Reporting

ClearPointe will report issues affecting internet connectivity or issues impacting email communications to Client via a telephone call. Otherwise, incident reporting will follow the Incident Escalation Process as defined in 3.2 below.

4.2 Incident Management and Escalation Process

Upon detection by ClearPointe of a non-routine problem that cannot be readily resolved within ClearPointe's NOC, a problem incident will be escalated. The following escalation procedure will be used for non-routine issues to ensure the appropriate resources are engaged based on the severity level and ClearPointe will remain engaged through to resolution:



Priority 1 – Critical Issue; Entire organization is affected; Major business processes are affected; Immediate response and engagement with a target resolution time of 12 hours. Email or phone communications are sent to business contacts every 30 minutes with an update status.

Priority 2 — High Impact; Large group of users or entire business unit is affected; Major business processes are affected; Fifteen minute response and engagement with a target resolution of twenty-four hours. Email or phone communications are sent to business contacts every 30 minutes with an update status.

Priority 3 – Medium Impact; Group of users or business unit is affected; Business is degraded; Forty-five minute response, twenty-four hour engagement with a target resolution of seventy-two hours. Email or phone communications are sent to business contacts once per day with an update status.

Priority 4 – Low Impact; Small group of users affected; No business processes are affected; Forty-five minute response, seventy-two hour engagement with a target resolution of five days. Email or phone communications are sent to business contacts with status updates and upon completion.

Priority 5 - Very Low Impact; Change request; No business processes or groups of users affected; Forty-five minute response, with an engagement and target resolution as required by defined due date.. Email or phone communications are sent to business contacts with status updates and upon completion.

5 Change Notification

Client shall not make any change without first notifying ClearPointe via email a reasonable time prior to the proposed change, to provide the opportunity for ClearPointe comment and follow-up. Client acknowledges and agrees that changes can cause significant "false alarms" and other adverse problems with regard to the Infrastructure Application Services. If Client fails to provide reasonable notice, or fails to follow ClearPointe's recommendations related to the change, and such changes causes a problem, then Client shall pay for ClearPointe's response efforts at the ClearPointe standard hourly rate.

6 Equipment and Software

6.1 Equipment

For Client or ClearPointe-provided equipment, ClearPointe may occasionally request Client staff to perform simple on-site tasks. In regard to upgrades and repairs, Client shall not perform any upgrades or repair without first providing reasonable notice to ClearPointe and obtaining ClearPointe's authorization. If Client fails to provide reasonable notice, or fails to follow ClearPointe's authorization instructions, and such change causes a problem, then Client shall pay for ClearPointe's response efforts at the ClearPointe standard hourly rate.

6.2 Client Equipment

Client shall keep in effect all hardware maintenance agreements on Managed Devices and network equipment infrastructure. Client shall designate ClearPointe as an authorized agent for requesting actions under maintenance and service agreements. Client will be responsible for renewing maintenance agreements and purchasing necessary maintenance agreements should current agreements expire. Client understands that non-compliance may present circumstances that could impact service delivery and could result in additional fees outside of the Infrastructure Services. Such fees will be approved in advance by Client.

6.3 Client Software

6.3.1 Licenses and Media

Client is responsible for obtaining all required licenses. Client shall provide all software media displaying a CD-KEY to ClearPointe upon request.



6.3.2 Software Maintenance

Client acknowledges ClearPointe's recommendation of Software Assurance (SA) or other applicable software maintenance. Client's failure to purchase such coverage may require Client to purchase additional licensing in the future in order to maintain services provided under this NOC Services Description.

6.3.3 Authorized Agent

Client shall designate ClearPointe as an authorized agent for requesting actions under any applicable software support and service agreements.

6.4 ClearPointe-Provided Equipment

ClearPointe shall be responsible for any applicable maintenance agreements it deems appropriate for ClearPointe-provided equipment.

6.5 ClearPointe-Provided Software Services

In some instances, ClearPointe may provide Client access to third-party software. Such third party software is subject to the license terms provided by the applicable third party vendors. If the agreement between ClearPointe and Client expires or terminates, then Client must either (i) re-acquire the right to use such third party software or (ii) cease all use of such software.

7 Service Levels and Service Level Credits

The measurements and Service Levels set forth in Section 8.1 (the "Service Level Categories") are intended to measure ClearPointe's performance with respect to the Infrastructure Services.

7.1 Service Levels

Subject to the Exclusions defined below, ClearPointe shall use commercially reasonable efforts to meet or exceed the following thresholds with respect to the Infrastructure Services.

7.1.1 Availability

Availability of less than 99.9% for a Managed Device shall be considered a "Service Level Incident". "Availability" of a Managed Device means (i) the total hours such device is functioning as intended during the calendar month divided by (ii) the total hours in such month, excluding any Exclusions.

7.1.2 Responsiveness / Engagement for Managed Device Failure

ClearPointe will respond to Managed Device alerts during the "Service Hours" in accordance with Section 8.4. Failure to comply shall be considered a "Service Level Incident".

7.2 Service Level Credits

In the event of a Service Level Incident, Client shall be entitled to a corresponding "Service Level Credit" in the amount of ten percent (10%) of the monthly Service Fee for the affected Managed Device. Service Level Credits shall be credited to Client by ClearPointe against payments that become due to ClearPointe under this Agreement in the succeeding month. A maximum of five (5) Service Level Incidents (and only one per Managed Device) may be credited in one calendar month. The aggregate monthly maximum for Service Level Credits is \$500.00

7.3 Exclusions

ClearPointe (i) may exclude from the determination of ClearPointe's performance under the Service Level Categories and (ii) shall not be held responsible for failures to provide Services during the period of time for which any of the following exclusions (the "EXCLUSIONS") exist:

- I. A defect or malfunction in any hardware or software not caused by ClearPointe's negligence, which adversely affects ClearPointe's ability to perform the Services.
- II. Hardware or software problems resulting from Client resources not under ClearPointe management.



- III. A Maintenance Window or other agreed-upon period of time necessary for repairs or maintenance.
- IV. Changes made to the networking environment by Client were not communicated to ClearPointe in accordance with Section6.
- V. Hardware or software problems or failures related to a prioritization or reprioritization of tasks by Client.
- VI. Circumstances that constitute a Force Majeure Event as defined in the Master Services Agreement.
- VII. Any temporary exclusion requested by ClearPointe and approved by Client to implement changes in applications, environments, conversions or system software.
- VIII. Hardware or software problems resulting from actions or inactions of Client contrary to ClearPointe's reasonable recommendations.
- IX. Failure by Client to fulfill its responsibilities or obligations.
- X. Delays or downtime due to any factor outside of ClearPointe's reasonable control.
- XI. Loss of data due to lack of data protection selected by Client.
- XII. Loss of internet connectivity to Client site for any reason.
- XIII. A Managed Device is taken out of service by Client.
- XIV. Non-supported software versions ClearPointe support is limited for devices running software that is no longer supported by vendor. If a system is determined to be unstable and a rebuild is necessary, the required work will be outside of the Infrastructure Services and be billed accordingly. Associated fees will be approved by Client in advance. Backup protection for servers running non-supported software may also be limited.
- XV. Loss of public cloud provider functionality.

8 Definitions

For the purposes of this Agreement, the following terms shall be defined as set forth below:

8.1 Maintenance Windows

The term "Maintenance Window" shall mean the hours mutually agreed upon in writing by both Parties. Routine server and application maintenance and upgrades will occur during Maintenance Windows.

8.2 Management

The terms "manage" or "management" shall be limited to reasonable effort by ClearPointe to validate service tasks or appropriate actions are completed.

8.3 Monitoring

The terms "monitor" or "monitoring" shall be limited to notification of services failures by ClearPointe.

8.4 Service Hours

The term "Service Hours" shall mean 24 hours per days, 7 days per week excluding "Maintenance Windows".



Purchased Services Addendum <enter #> (E.g. #1.0)

Prepared for:

Client Name Client Address

Purchased Services Addendum # <enter the sequential number> (Example: #1.0)

Ву:	
CL=	=ARPointe
Page:	Page 2 of 3

This Purchased Services Addendum <enter the sequential number> (Example: #1.0), is attached to and made a part of the Master Services Agreement created on <DATE ON CURRENT MSA> between ClearPointe TIPS/TAPS ("Client").

ClearPointe will provide the following Services to the Client. Section references are to the corresponding sections of the Services Description Exhibit. Any Client requests for changes to Services and/or devices covered by Services shall follow the procedure provided in Section 2 of the Master Services Agreement.

Note: Costs related to the implementation of this Addendum (not specifically included) will be billed separately at current or contractual hourly professional services rates, in addition to the fees noted below.

The following devices are being added/removed to/from management:

Device Name	Model	Serial Number	IP Address

BILLING	START	DATE	(for	change	s): _	 	
SERVICE	S FEES:						

Current Monthly Management Fees [Delete rows/columns that are not applicable]

CATEGORY	PRODUCT	SECTION	QUANTITY	UNIT PRICE	EXTENDED
NOC Services Description Rev 102013 CBSR					
Management Fees	Server Management	1.1			
Management Fees	Router Management	1.5			
Management Fees	Firewall Management	1.6			
Management Fees	Switch Management	1.7			
Management Fees	SAN Management	1.8			
Help Desk Services Description Rev 7/2012 CCJ					
Help Desk	Help Desk				
Other Services					
3rd Party Services	Downstream IT				
Total Monthly Fees					

Client Initials	ClearPointe, Inc.	Addendum TEMPLATE_v6_30707

Changes Per Addendum:	

New Monthly Management Fees [Delete rows/columns that are not applicable]

New Monthly Manage	ment rees [Delete rows/co	Turrins tria	t are not app		Г
				UNIT	
CATEGORY	PRODUCT	SECTION	QUANTITY	PRICE	EXTENDED
NOC Services Description Rev 102013 CBSR					
Management Fees	Server Management	1.1			
Management Fees	Router Management	1.5			
Management Fees	Firewall Management	1.6			
Management Fees	Switch Management	1.7			
Management Fees	SAN Management	1.8			
Help Desk Services Description Rev 7/2012 CCJ					
Help Desk	Help Desk				
Other Services					
3rd Party Services	Downstream IT				
Total Monthly Fees					

IN WITNESS WHEREOF, the Parties, acting through their authorized officers, have caused this Purchased Services Addendum to be duly executed and delivered as of the Signature Date below.

For ClearPointe, Inc.	For TIPS/TAPS		
Signature:	Signature:		
Printed Name:	Printed Name:		
Title:	Title:		
Signature Date:	Signature Date:		

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MUTUAL NON-DISCLOSURE AGREEMENT

This Mutual Non-Disclosure Agreement (this "Agreement") is made by and between ClearPointe, Inc., an Arkansas corporation ("ClearPointe") and TIPS/TAPS ("TIPS/TAPS"). ClearPointe and TIPS/TAPS (each, a "Party" and together, the "Parties") agree to be bound by the following terms and conditions.

1. ACKNOWLEDGMENT.

- a. It is acknowledged that each Party possesses Confidential Information (as defined below). The Confidential Information is a valuable business asset of the owner thereof (the "Owner") and the protection of such Confidential Information is, therefore, essential.
- b. To promote the business dealings between ClearPointe and TIPS/TAPS, it is necessary and desirable that certain Confidential Information be disclosed by the Owner or its Representatives (as defined below) to the other Party (the "Recipient") and that each Party has contact with employees of the other. For the purposes of this Agreement, "Representatives" means a Party's directors, officers, employees, advisors (including but not limited to financial advisors, counsel and accountants), agents or controlling persons.
- c. Each Party acknowledges that the disclosure of Confidential Information and the mutual obligations herein are good consideration for each Party's obligations, that the each Party and its Representatives in disclosing any Confidential Information to the other Party will do so in trust and confidence and in reliance upon the Recipient fulfilling its obligations under this Agreement.

2. CONFIDENTIAL INFORMATION.

- a. <u>Definition</u>. For the purposes of this Agreement, "Confidential Information" means any information or material that is a trade secret of the Owner or otherwise proprietary to or confidential information of the Owner or its licensors. Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature: [marketing and development plans, business plans, financial information, customer lists, supplier lists, designs, drawings, models, prototypes, pilots, inventions, patents and patent applications, software (including source code, object code and executable code), documentation, diagrams, flow charts, technical concepts and specifications, production methods, know-how, processes and procedures, correspondence, written or oral representations, memoranda, reports and records, as well as information or notes derived by the Recipient from any such information].
- Non-Use and Non-disclosure. The Recipient will use the Confidential Information only for the purpose of evaluating a possible business relationship or transaction with the Owner or to provide services to the Owner and not in any manner detrimental to the Owner. Nothing in this Agreement will require the disclosure of any Confidential Information. The Recipient will keep strictly confidential and not disclose the Confidential Information to any other person or entity [for a period of five (5) years, provided, however, that nothing in this Agreement will permit the disclosure of any Confidential Information that constitutes a trade secret under applicable law at any time before or after the expiration of such period]. The Recipient will be under no obligation with respect to any Confidential Information if it: (i) is or becomes part of the public domain other than by breach of this Agreement by the Recipient; (ii) was known by the Recipient on a non-confidential basis prior to the date of this Agreement as evidenced by Recipient's written records; or (iii) is rightly received by the Recipient from a third party not subject to any non-disclosure obligations with respect to such Confidential Information.
- c. Representatives. The Recipient will restrict circulation of Confidential Information to its Representatives who need to receive Confidential Information in order to carry out the above-stated purposes [and who have agreed in writing to be bound by the terms of this Agreement,]. The Recipient will give such Representatives instructions to hold in confidence all Confidential Information made available to them and to use the Confidential Information only for authorized purposes. The Recipient agrees to be responsible for any breach of this Agreement by any of its Representatives.

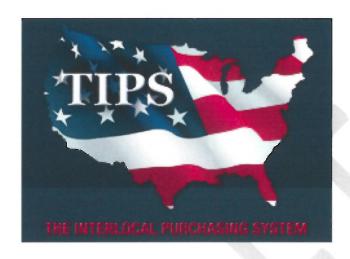
- d. <u>Compelled Disclosure</u>. In the event that the Recipient receives a request to disclose all or any part of the Confidential Information under the terms of a valid and effective subpoena or order issued by a court of competent jurisdiction, the Recipient agrees to (i) immediately notify the Owner of the existence, terms and circumstances surrounding such request, (ii) consult with the Owner on the advisability of taking legally available steps to resist or narrow such request, and (iii) if disclosure of such information is required, upon request by the Owner, cooperate with the Owner at the Owner's expense in obtaining an order or other reliable assurance that confidential treatment will be accorded to such portion of the information as the Owner may designate.
- e. <u>Discussions</u>. Unless otherwise required by law in the opinion of the Recipient's counsel, the Recipient will not, without the Owner's prior written consent, disclose to any person either the fact that discussions or negotiations are taking place concerning possible business dealings between the Parties, or any of the terms, conditions or other facts with respect to any such possible business dealings, including the status thereof and the fact that the Confidential Information has been made available to the Recipient.
- f. <u>Restrictions</u>. The Recipient will not copy, use, modify or distribute any Confidential Information except as expressly permitted by this Agreement. The Recipient will not cause or permit the reverse engineering, decompilation, disassembly or other translation of the Confidential Information. The Recipient will not alter, change, or remove from the Confidential Information any identification, including copyright and trademark notices, and further agrees to place all such markings on any copies thereof.
- 3. **OWNERSHIP.** All Confidential Information of the Owner will remain the property of the Owner or its licensors.
- 4. NO WARRANTIES. The Recipient understands and acknowledges that, except as may be set forth in a separate agreement signed by the Owner, (i) the Owner makes no representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information or freedom from defect of any kind, including freedom from any patent, copyright or trademark infringement which may result from the use of the Confidential Information, and (ii) neither the Owner, nor any of its officers, directors, employees, agents or controlling persons will have any liability to the Recipient or any other person resulting from the Recipient's use of the Confidential Information.
- 5. RETURN OF INFORMATION. At the Owner's request, the Recipient will return to the Owner all Confidential Information and other intellectual property, and all copies thereof (provided that information or notes derived from the Confidential Information will be destroyed by the Recipient). At the Owner's option, all Confidential Information, and all copies thereof (including written information or notes derived from the Confidential Information) will instead be destroyed by the Recipient, provided the Recipient certifies in writing such destruction to the Owner within five (5) days thereafter.
- **6. NO ASSIGNMENT.** This Agreement may not be assigned by either Party without the prior written consent of the other Party.
- 7. SEVERABILITY. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the Parties hereby agree and direct that such court will modify such provision to the minimum extent necessary to make such provision valid and enforceable, and if such a modification may not be made, then the remaining provisions will be construed as if the invalid or unenforceable provision were not included in this Agreement.

- **8.** NO LICENSE. Nothing herein will be construed as a grant by the Owner of any license or assignment, directly or by implication, estoppel or otherwise, in any Confidential Information or other intellectual property.
- 9. GOVERNING LAW. This Agreement will be construed according to and governed by the internal laws of the State of Arkansas, without regard to any conflict of laws provisions thereof. The Parties hereby consent to the exclusive jurisdiction of the courts of the State of Arkansas and of the United States of America in the County of Pulaski for any actions, suits or proceedings arising out of or relating to this Agreement and the transactions contemplated hereby (and the Parties agree not to commence any action, suit or proceeding relating thereto except in such courts).
- 10. SPECIFIC PERFORMANCE. The Parties acknowledge that damages resulting from the breach hereof will be impossible to measure accurately, and injuries sustained by the non-breaching Party from any such breach would be incalculable and immediate. Therefore, the Parties acknowledge and agree that in the event of a breach by a Party the other Party will be entitled to specific performance of the covenants contained in this Agreement in addition to any other remedy to which it may be entitled in law or in equity.
- 11. LEGAL EXPENSES. If legal action is taken by either Party to enforce its rights under this Agreement, all costs and expenses incurred by the prevailing Party, including reasonable attorneys' fees and court costs, will be paid by the other Party.

- 12. NO WAIVER. No failure on the part of either Party to exercise, and no delay in exercising, any right, power or privilege will operate as a waiver thereof; nor will any single or partial exercise of any right under this Agreement preclude any other or further exercise thereof or the exercise of any other right. The waiver by either Party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach.
- 13. FINAL AGREEMENT; MODIFICATION. This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each Party that expressly states the sections of this Agreement to be modified; no other act, usage or custom will be deemed to amend or modify this Agreement. Each Party hereby waives any right it may have to claim that this Agreement was subsequently modified other than in accordance with this Section 13.
- 14. HEADINGS. Headings used in this Agreement are provided for convenience of reference only and will not be used to construe meaning or intent.
- 15. NO THIRD-PARTY BENEFICIARIES. This Agreement is an agreement between the Parties, and confers no rights upon any of the Parties' employees, agents, contractors or customers, or upon any other person or entity.

IN WITNESS WHEREOF, the Parties have executed or caused this Agreement to be executed by their properly authorized representatives.

Date:	
CLEARPOINTE, INC.	TIPS/TAPS
Ву:	By:
Name:	Name:
Title:	Title:



Project Name

Statement of Work

Date

Prepared for: TIPS/TAPS 4845 US Highway 271 North Pittsburg, TX 75686

Prepared by:



Jeff Pracht e-mail info@clearpointe.com



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Executive Summary

Example

The current Main file server at CLIENT is at end of life and needs to be replaced before it causes additional network downtime. ClearPointe has proposed a new server which is adequately sized to support the business for the next three to five years. In order for ClearPointe to provide an objective opinion for this solution, a quote from an independent hardware vendor is included in document.

Considerations for this solution are noted below.

Consideration	Cost	Notes
Not replacing the server	\$0	High risk for extended downtime since hardware replacement cannot be assured by vendor
New Server Hardware	\$4,575	Includes 24 support agreement from vendor to assure hardware will be replaced within 6 hours
ClearPointe Installation Services	\$2,500 - \$5,000	Labor estimate based on previous, similar installations to be billed by the hour. Cost will not exceed \$5,000 without client approval.
ClearPointe Remote Management Service \$650 (monthly)		Reduction of average operational cost by implementing the 24x7x365 Eyes On™ management service. This assures issues will be managed proactively within the terms of a 99.9% service level agreement.



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History

Example

Current State:

This section details the current state of each component to be addressed in the Solution section of this document.

Backup model including recovery time objectives, tape rotation and offsite
storage
SAN technology and architecture
Cluster technology and architecture
Virtualization architecture
How servers were built and how the hardware management software, i.e., HP
System Insight Manager (SIM), or equivalent technology was installed
Patching process for keeping OS, firmware and hardware management software
up to date
Network topology and include diagrams
Server roles and configurations
Equipment brand and age
Out-of-band access and or "console level access" for virtual servers
Maintenance contracts for hardware (Smartnet, CarePack, etc.)
Key applications and versions, OS, Messaging, database
Antivirus
Anti-spam
Existing IT staff
Site location details and contacts

Desired State:

This section details the client's desires for each of the components described in the Current State section and will be addressed in the Solution section of this document.

Example

Current State:

Main File Server Upgrade: The Main File Server at CLIENT is operating Windows 2003 and is now at end of life. Client is a financial services company based in Little Rock with offices in Dallas TX and Rogers AR connected via Terminal Services across an MPLS network. There are 55 users on the network at headquarters and 5 users in each of the remote offices. This is a tower server with 25GB available on the 500GB disk. Client does not expect to increase the amount of disk space in the next 3 to 5 years. This server has an internal tape drive running Backup Exec v10. Other applications on this server include Quick Books and McAfee anti-virus. AC power to this server is backed up by an APC model 3000 UPS. The Windows operating System is covered by Microsoft Software Assurance.

Desired State:

<u>Main File Server Upgrade</u>: client requested a proposal to replace their Main File Server with a new high-availability server backed by a manufacturer service agreement. Client would like this server to support the business for the next 3 to 5 years. Pricing for this server should include all upfront costs and as much of the operational costs as possible.



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The Solution

This section details a solution for each of the items requested in the Desired State section in this document. Along with a description and benefits statement for each solution component, hardware and software quotes are inserted into this section.

Example

<u>Proposed Main File Server Upgrade:</u> ClearPointe proposes the HP model ML 350 with a 1TB RAID 10 disk array. This server has redundant power supplies, fans and error correcting memory. Also included is an internal 500 GB tape drive with a 10 tape rotation. In order to provide a fixed cost operational budget, ClearPointe has included a 99.9% remote management service level agreement in this solution.

Benefits of the Main File Server Upgrade:

By upgrading the main file server at client with new hardware, the chances for server failure will be dramatically reduced. Independent studies have confirmed that replacing a server every 3 to 5 years results in the highest return of investment and productivity for businesses. The new high speed CPU, memory and disk drives will also greatly increase processing time. Tape backup time will be reduced by $2/3^{rd's}$ and will allow for more data to be stored on the tapes as compared to the current tape solution.

Benefits of ClearPointe's Remote Management Service for the Main File Server:

ClearPointe's 24x7x365 Eyes On^{TM} remote management service provides deep insight into the health of the new server and assures client the highest return of investment for this solution. This service is designed to proactively address issues before the business is impacted.

Project Scope

Example

The goal of the Project Scope section is to describe the scope of work required to complete the project and produce the desired results. These steps should match what is detailed in the Internal Costing Sheet.

Scope statement should include the work to be included as well and the work to be excluded.

1. Engage ClearPointe architect team to design solution (already completed)

- a. Ensure that any new licenses needed have been identified and given to the account manager for quoting/acquisition
- b. Ensure that existing backups are factored into the solution
- c. Ensure that existing anti-viral is factored into the solutions
- d. Meet with account manager to assure additional seats/agent licenses are ordered if needed.

e.

2. Assist client with ordering all hardware and software.

a. Hardware should be shipped directly to ClearPointe.



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b. Software licensing information should be available to a dedicated client contact and tied to their appropriate email address.

3. Meet with client for project kick-off meeting.

- a. Schedule with client upgrade date and time. (downtime will be required or performed after hours / weekend)
- b. Identify any potential impact on already managed devices
- c. Notify the NOC prior to starting the work
- d. Notify the NOC after work is complete

4. (if applicable) Establish monitoring services connection from ClearPointe.

- i. Obtain IP address, subnet mask, default gateway and ship-to location for the ClearPointe Management Router.
- ii. Configure and ship ClearPointe Management Router to client
- iii. Provide remote assistance to client in order to implement router and establish connectivity to the ClearPointe network operations center (NOC).

5. Setup new equipment and hardware onsite at client.

6. Implement new Equipment

- a. Update all firmware / Install support pack for HP hardware or System Manager for Dell Hardware.
- b. Baseline server with Windows per Microsoft best practices
- c. Copy all user home folders, shares, and printers that is currently being used to the new server.
- d. Perform all migration wizards.
- e. If necessary install the new HP for VM manager software.
- f. Perform decommission steps in order to retire old server. This may include uninstalls in order to cleanly remove traces of applications and services.
- g. Obtain client approval and then un-cable the ILO or DRAC from any server that has been P2V'd

7. (if applicable) Transition applications

- a. Contact and assist vendor in application migration
- b. Copy all data
- c. Confirm client access to data on new server

8. (if applicable) Configure and setup backup and tape system

- a. Attach external tape system
- b. Install and configure backup software
- c. Confirm and verify system backups
- d. Document backup solution for the Request for Managed Services (RMS)

9. (if applicable) Migrate to latest version of SQL

- a. Detach and copy (or backup and restore) SQL databases from existing server to new server
- b. Repoint all applications to use the new SQL server name. This step will require application vendor assistance in order to repoint the application to the new server. The application may even need to be reinstalled on the PC in order to connect to the new server location.

10.(if applicable) Migrate to latest version of Exchange

- a. Migrate mailboxes using Move Mailbox function
- b. Export any public folders to .PST and import back using Outlook
- c. Remove previous Exchange and perform cleanup steps.



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11. Document information for RMS by recording the following and submitting project manager:

- a. Host Names
- b. Serial numbers
- c. Product numbers
- d. Model Numbers
- e. Roles
- f. Credentials (domain/iLO/DRAC)
- g. IP address (WAN/iLO/LAN)
- h. Special Instructions
- i. HP Agents / Dell Agents Installed
- j. iLO's Cabled and accessible
- k. Backup and Antiviral agents installed
- I. Maintenance windows confirmed
- 12. Conduct Project Closure meeting with account manager, NOC, support teams, Service Delivery and client to outline the following:
 - a. The type of business the client is in
 - b. The scope of project
 - c. Recovery time objectives
 - d. Special instructions
 - e. Scope of equipment coming into management
 - f. Service Delivery confirms all information required to begin the RMS process is provided.
 - g. Review portal and all special instructions, including site specific contact information with client.
- 13.Begin device evaluation process. Once System Center monitoring is operational, the equipment will be evaluated and any issues will be reviewed and discussed with client for resolution. The following items, among others, will reviewed during this evaluation process:
 - a. Anti-virus is installed and appropriate exception policy applied
 - b. Microsoft Updates are current
 - c. Firmware is current
 - d. Hardware Management Software, i.e. SIM, is installed
 - e. Out-of-band access, i.e. iLO, is configured and cabled appropriately
- 14. Once all issues identified in the evaluation process are addressed, issue the "Welcome to Managed Services" email.



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ClearPointe Management

ClearPointe monitors and manages the key services and attributes of your network infrastructure every minute of every day. Our success lies in our technology, our processes and the unsurpassed aptitude, dedication and passion of our team.

WHAT WE MONITOR	WHY IT IS IMPORTANT	
Availability of network devices (such as switches, routers, servers, etc.).	A "break" of any kind in the infrastructure can result in loss of network capabilities	
Availability of critical services on your network.	Loss of just one critical service for just an hour can often have a negative impact; and even shut a business down.	
Amount of disk space in use on key servers.	Applications require disk capacity. Unusual patterns and usage of disk capacity can indicate a problem with a specific application or system. Running completely out of space may result in a "system crash"	
Management of backup jobs	A company's most important asset is its' data; we make sure backups run on schedule and completely. Verification of backups in the key component of a Disaster Tolerance plan.	
Monitoring of routers' maximum throughput utilized on average.	We anticipate when the need for upgrades before negatively impacting and ultimately disrupting your business.	
Monitoring of memory and processor utilization of critical servers.	Application responsiveness and functionality suffers when memory and utilization	
Availability and performance of Microsoft Exchange e-mail services	Proactive alerts and monitoring of critical thresholds keep your email up and running	
Management of firewalls and antivirus protection.	There's a difference between having security, and having security that's working.	
Amount of traffic coming in and out of routers.	Review of peak periods and maximum throughput helps plan for optimal performance at all times.	
Review of events written to logs, such as WinEvent or Syslog.	Analysis of event logs indicates direct knowledge of events and conditions throughout the network.	
Environmental alerts such as temperature sensors in server rooms.	Ensure that servers don't overheat and compromise performance of network	
Server Patching and updates	Lab testing of patches and updates prior to Live installation helps head off surprise consequences and downtime	



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Fees

Hardware	
Software	
Management Software	
Professional Services	
TOTAL	
Monthly Management Fees	

Risks and Assumptions

Client will be required to provide ClearPointe with proof of licensing prior to project start date. Unless otherwise specified in this document, it is assumed that all software is current and in place at or available at Client's location. This includes but is not limited to: Microsoft server software, Microsoft client access licenses, Microsoft Outlook licenses (for Exchange Users) Symantec backup and Forefront anti-virus software. If software is not current and in place, Client agrees to purchase the necessary software or licenses to provide a vendor compliant environment.

Client is responsible to provide a contact for ClearPointe engineers and provide reasonable access to buildings, rooms, equipment, licensing information and documentation as needed. Client should also be available for general questions and updates that may arise during engagement.

Any changes in scope and direction are required to be documented and communicated to the CTI personnel listed in the Contacts section of this agreement. Changes may result in additional services, hardware and software costs. Additional costs must be approved by client before requested changes can be incorporated.

Client acknowledges this agreement as a good faith estimate based on information provided to date. Should any aspect of this project change then price, terms, and conditions will be reevaluated.

If applicable, it is assumed that the Client will provide adequate cooling, power (including UPS), switch ports, cabling, rack space and a KVM port for this solution.

Unless otherwise noted, Client is responsible for installation and all costs related to 3^{rd} party applications and services.



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Terms and Conditions

Upon signature of this document, payment will be due from Client in the amount of \$?????. This payment is required in order to schedule work to begin. After all deliverables listed in this document have been provided, a final invoice for \$???? plus expenses (mileage: estimated at \$.63 per mile; lodging; meals; etc.) will be submitted for payment. All Professional Services invoices are due upon receipt.

Pricing and Terms are good for 30 days.

Once work has started, if completion of project is delayed or interrupted by client for more than 30 days, ClearPointe reserves the right to send final invoice and receive payment for balance of the project.

Proposal Acceptance

We appreciate the opportunity to service your IT needs. If you accept this proposal, please sign the Master Services Agreement (if not previously signed) and this Statement of Work and fax complete document to ClearPointe at 501-225-2612 (email: notifications@clearpointe.com). A signed copy will be return-faxed to you. Mail originals to ClearPointe, Attention: Accounting.

As a ClearPointe client you are agreeing that ClearPointe may use your company name or logo in our advertising/Web site that states you are/have been our client.

For ClearPointe		For TIPS/TAPS
Signature:	Signature:	
Printed Name:	Printed Name:	
Title:	Title:	
Signature Date:	Signature Date:	

Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

If the TIPS member anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

 Will you be subcontracting any of your work under this award if you are successful? (Check one)
YES or NO
2. If yes, do you agree to comply with the following federal requirements? (Check one)
YES or NO
2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
(b) Affirmative steps must include:
(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they
are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit
maximum participation by small and minority businesses, and women's business enterprises;
(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
(5) Using the services and assistance, as appropriate, of such organizations as the Small Business
Administration and the Minority Business Development Agency of the Department of Commerce; and
(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.
ClearPointe Inc.
Eloy De La O
Name of authorized representative
Signature of authorized representative
Date

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$25,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

ClearPointe

By submitting this offer and signing this certificate, this bidder:

Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the EDGAR, §200.212 Suspension and debarment.

Vendor Name:	
Vendor Address:	7 Office Park Drive # 200
Vendor E-mail Address:	eloy.delao@clearpointe.com
Vendor Telephone:	501-225-1155
Authorized Company Official's Na	Eloy De La O
Signature of Company Official:	Ollin
Date: 1/14/16	

Required Federal contract provisions of Federal Regulations for Contracts

The following provisions are required to be in place and agreed if the procurement is funded with federal funds. TIPS or its members are the subgrantee or subrecipient by definition in most cases. Not all provisions herein apply to all contracts. Compliance is required as it applies to the individual purchase contract.

Appendix II to Part 200
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

2 CFR PART 200

These contract provisions are incorporated by reference or attachment into all contracts with your company when TIPS or its members purchase is with federal funds if you respond to a TIPS competitive procurement request for proposals or bid..

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

Federal Rule (1) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by TIPS or its members, TIPS or its members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES Whitial of Authorized Company Official

Federal Rule (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (2) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. TIPS OR ITS MEMBERS reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the TIPS OR ITS MEMBERS. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YESUL __Initial of Authorized Company Official

Federal Rule (3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (3) above, when federal funds are expended by TIPS OR ITS MEMBERS, for all construction contracts awarded by grantees and their contractors or subgrantees, the proposer certifies that during the term of an award, when federal funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with Equal Opportunity Employment laws specifically Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60.

Does vendor agree? YES Www.hitial of Authorized Company Official

Federal Rule (4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (4) above, when federal funds are expended by TIPS OR ITS MEMBERS, during the term of an award for all contracts and subgrants for construction or repair, when Federal Funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with all provisions listed or referenced therein.

Does vendor agree? YES V Unitial of Authorized Company Official

Federal Rule (5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (5) above, when federal funds are expended by TIPS OR ITS MEMBERS, the proposer certifies that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process for construction contracts awarded by grantees and subgrantees the proposer agrees to be in compliance with all requirements listed or referenced therein.

Does vendor agree? YES Initial of Authorized Company Official

Federal Rule (6) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a

small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (6) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES Initial of Authorized Company Official

Federal Rule (7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES Initial of Authorized Company Official

Federal Rule (8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award \$25,000 or greater (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS OR ITS MEMBERS. TIPS OR ITS MEMBERS requires the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.

Does vendor agree they are not debarred as specified above? YES Initial of Authorized Company Official

Federal Rule (9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term and after the awarded term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies to the terms included or referenced in Federal Rule 9 above.

Does vendor certify to the provisions in Federal Rule (9) above? YES Initial of Authorized Company Official

Federal Rule (10) 2 CFR 200.233 Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Pursuant to Federal Rule (10) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that the awarded vendor retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES Initial of Authorized Company Official

Federal Rule (11) 2 CFR §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

Pursuant to Federal Rule (11) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to Procurement of recovered materials which are listed above.

Does vendor agree they will comply? YES Vinitial of Authorized Company Official

Company Name	ClearPointe				
Print name of authorized representative	Eloy De La O				
Signature of authorized representative	elle.				
Date					

Signature above acknowledges all provisions in this four page document and the vendor/proposer/bidder responses herein to the 11 rules.

orm W-9

(Rev. December 2014) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

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	Name (as shown on your income tax return). Name is required on this line	; do not leave this line blank				-								
	ClearPointe Technology, Inc													
6 2.	2 Business name/disregarded entity name, if different from above													
page														
LO	3 Check appropriate box for federal tax classification; check only one of the following seven boxes:						4 Exemptions (codes apply only to							
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ctic	Limited liability company. Enter the tax classification (C=C corporation,	S=S corporation, P=partners	ship) ▶		xempt payee code (if any)									
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line tax classification of the single-member owner.				ove fo	Exe	xemption from FATCA reporting				g				
Print or type	Other (see instructions) ▶				1	code (if any)								
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See S														
ος	Little Rock AR 72211													
	List account number(s) here (options)													
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Part	II Certification							_	L.,					
Under	penalties of perjury, I certify that:			-		-		***						
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2. I am Serv	i not subject to backup withholding because; (a) I am exempt from b rice (IRS) that I am subject to backup withholding as a result of a fail	ackup withholding (h)			-181			ernal	Rev	/enu	е			
no lo	onger subject to backup withholding; and	ore to report all interest o	r aiviaenas	s, or	(c) the I	RS h	as notif	ied r	ne t	hat I	am			
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4. The f	FATCA code(s) entered on this form (if any) indicating that I am exem	opt from FATCA reporting	is correct											
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	99-K (merchant card and third party network transactions)													