

VENDOR CONTRACT

Between Interphase Corporation and
(List Vendor or Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

Audio Visual Equipment and Supplies

#01121914

General Information

The 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 the 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. NOTE: The award of this contract to vendor is made following all requirements to meet the Competitively Bid Procurement Laws.

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 residence at 4845 North US Hwy 271, 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.

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.)

RFP- Audio Visual Equipment and Supplies – Due November 13, 2014 at 3:00 p.m.

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 repair of buildings.

Tax exempt status

A taxable item sold, leased, or rented to, or 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.
2. 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

This contract period is for one (12) months 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 not sell to TIPS members at a price lower than can be obtained thru the TIPS 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 Two Percent 2% participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the 2% per total purchase to the invoice presented to customer.

Participation Fees

Vendor or vendor assigned dealer contracts to pay 2% on all sales to TIPS on a monthly submission report. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS contract. Report may be sent to TIPS electronically while check for the 2% is mailed. Failure to pay the 2% participation fee will result in termination of contract.

Indemnity

1. **Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, its 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, member(s), officers, employees, or agents.
2. **Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, its 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, its 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, its 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 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 Vendor has 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 Member on demand.

Member Purchasing Procedures

Purchase orders are issued by participating member to the awarded vendor as follows:

- Make PO payable to Awarded Vendor.
- List TIPS Vendor Contract # on PO.
- Email PO as a pdf attachment to tipspo@tips-usa.com
- Vendor will receive the PO from the TIPS PO System. Vendor is required to follow the link in the email and open each PO to complete the return acknowledgement process to TIPS.

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 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 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 Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until 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 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, 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 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 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 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 member provides a general scope, but the awarded vendor should provide a written scope of work to the member as part of the proposal. Once the scope of the job is agreed to, the member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the 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 member having approved and signed an inter-local agreement may make a request of the awarded vendor under this contract when the 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 member as soon as possible, but must make contact with the member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the 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 member inspect the work for acceptance under the scope and terms in the PO. The member will issue in writing any corrective actions that are required. Upon completion of these items, the member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and 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 commodities 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 **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 address/email above within 24 business hours and confirm its receipt with TIPS.
- **Promotion of Contract:** 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.
- **Daily Order Confirmation:** All contract purchase orders will be faxed twice daily from TIPS to vendor. The vendor must confirm receipt of orders to the member (customer) within 24 business hours.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing must be posted by 1st of each month.
- **Back Ordered Products:** 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 General Terms and Special Terms and Conditions:

- We take no exceptions/deviations to the general and special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- We take the following exceptions/deviations to the general and special terms and conditions. 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:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. TIPS shall be the sole judge on the acceptance of exceptions/deviations and TIPS's decision shall be final.

*Bid pricing is for education only (K-12 and higher education).
Government entities and agencies such as municipalities, political subdivisions and other public agencies are restricted from using education pricing and may not participate in the contract awarded.*

Vendor Profile

1.1. Minority/Women Business Enterprise (Required by some participating governmental entities)

Vendor certifies that his firm is a HUB and/or M/WBE Yes No
(If yes, vendor must provide certificate in Section 7 (Certificates))

1.2. Certification of Residency (Required by the State of Texas)

Company submitting bid is a Texas resident bidder. Yes No

Vendor's principal place of business is in the city of Carrollton State of Texas

1.3. Felony Conviction Notice (Required by the State of Texas)

My firm is, as outlined in the Instructions to Bidders:

- A publicly held corporation; therefore, this reporting requirement is not applicable.
 Is not owned or operated by anyone who has been convicted of a felony.
 Is owned or operated by the following individual(s) who has/have been convicted of a felony:
If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

1.4. Pricing Information

- 1.4.1. 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. Yes No
If answer is no, attach a statement detailing how pricing for TIPS participants would be calculated.
- 1.4.2. Pricing submitted includes the 2% TIPS participation fee. Yes No
- 1.4.3. Vendor agrees to remit to TIPS the required 2% participation fee. Yes No
- 1.4.4. Additional discounts to TIPS members for bulk quantities? Yes No

Vendor Service

- 1.5.1. Average shipping time after receipt of customer order is 2-5 working days.
- 1.5.2. Which description best describes your company's position in the distribution channel?

- | | |
|---|--|
| <input checked="" type="checkbox"/> Manufacturer direct | <input type="checkbox"/> Certified education/government reseller |
| <input type="checkbox"/> Authorized distributor | <input type="checkbox"/> Manufacturer marketing thru reseller |
| <input type="checkbox"/> Value-added reseller | <input type="checkbox"/> Other _____ |

- 1.5.3. Company experience in this category. 3 Years

The Vendor can provide services and/or products to all 50 US States? Yes No
If answer is no, please list which states can be served _____

Prices are guaranteed for: (Standard Term is "Term of Contract") Term selected will affect scoring.
3 Month(s); or _____ Year(s); or _____ Term of Contract

penveu® interactive display system

Authorized Education Resellers (as of November 2014)

An up-to-date listing of all Authorized Education Resellers is maintained on the penveu website at www.penveu.com/reseller.cfm. The website includes direct links to their websites and shopping carts as well as contact information.

Resellers are authorized to sell penveu in the United States and Canada.

Education pricing is currently available from:

Pathway Communications, Ltd., 972-436-6161

Corporate Address: 720 Valley Ridge Circle, Suite 13, Lewisville, TX 75057

Fax: 972-436-0421

Gordon Settle, gordons@pcomus.com, 972-951-0159

JourneyEd, Inc. 1-800-876-3507

Corporate Address: 5212 Tennyson Pkwy., Ste. 130, Plano TX, 75024

Phone: Fax: not listed

Amy Bohn, abohn@journeyed.com, 800.876.3507 x7101

TigerDirect, Educational Sales 888.278.4437

Corporate Address: 7795 W Flagler St. Suite 35, Miami, FL. 33144

FAX: 305.415.2202

Stephanie Lauture, Stephanie.Lauture@syx.com, 305-415-2754

M&A Technology, 1-888-639-4438

Corporate Address: 2045 Chenault, Carrollton, TX 75006

FAX: 972-490-5813

Donna Shepard

sales@shopmanda.com

Touchboards, 1-866-942-6273

Corporate Address: 205 Westwood Ave, Long Branch, NJ 07740

FAX: (732) 222-7088

Jonathan Dolan

Sales@touchboards.com

Troxell Communications, 1-855-876-9355

Corporate Address: 4830 S. 38th St., Phoenix, AZ 85040

FAX: 972-542-8563

Dave Johnson, 972-542-8560, dave.johnson@trox.com

Company and Product Description for TIPS Website

The penveu interactive display system is a wireless presentation tool which can be used as both a digital pen and a computer mouse. Use the pen to write, draw, highlight and erase with digital ink, plus penveu provides all the functionality of a mouse. More than a regular interactive whiteboard, you can use it directly on your display (touch mode) and from anywhere in the room (remote mode).

penveu offers convenient and effective control of your own content and favorite applications. You can even use it without a computer as an electronic whiteboard. It is perfect for classrooms, meeting rooms and even auditoriums. penveu puts the power of an interactive whiteboard in the palm of your hand. The penveu system works with BOTH projectors and displays. Gain the power of an "interactive whiteboard" or "smart board" functionality on any flat surface including fabric screens, walls, whiteboards, and flat panel displays. Use penveu with all of your existing content and favorite applications. No software or licensing required. Use with Microsoft® and Apple® based products.

penveu offers an affordable and easy way for school districts to create a truly interactive audience experience without the added cost or restrictions of today's interactive white boards and projectors. More information can be found on our website at www.penveu.com.

Interphase Corporation (NASDAQ: INPH) is a diversified information and communications technology company, committed to innovation through the process of identifying, developing and introducing new products and services. The Company offers products and services from embedded computing solutions, engineering design services, and contract manufacturing services to a new line of embedded computer vision products. The penveu® product line, from the embedded computer vision line of business, addresses both the education and enterprise markets. penveu is a handheld device that adds interactivity to projectors and large screen displays, turning flat surfaces into an interactive display.

ALL SALES CALLS WILL BE DIRECTED TO THE TWO INDIVIDUAL VENDOR CONTACTS LISTED BELOW. THESE TWO CONTACTS WILL BE RESPONSIBLE FOR KNOWING THE TIPS CONTRACT AND CONTRACT PRICING. THESE NAMES WILL BE LISTED ON THE TIPS WEBSITE AS PRIMARY AND SECONDARY CONTACTS FOR THE AWARDED CONTRACT.

Primary Contact:

Name: Jennifer Skinner-Gray
Title: Director, Channel Sales and Marketing
Email: jskinner@penveu.com
Phone: 214-654-5139
Fax: 214-654-5500
Mobile: 214-425-6525

Secondary Contact:

Name: Randall McComas
Title: Global Vice President
Email: rmccomas@penveu.com
Phone: 214-654-5497
Fax: 214-654-5500
Mobile: 214-606-9900

Administrative Fee REPORTING TO TIPS – You will receive a Monthly Report by Email to submit with a check for 2% on all sales that go through this contract. Please list below who will be responsible for collecting and reporting these sales to TIPS:

Contact person: Kim Rodgers
Email: payables@iphase.com
Telephone: 214-654-5130

WORDS FOR “SEARCH ENGINE” - Please list words to be posted on your company’s page on the TIPS website (if you receive an award from this proposal). Words may be product names, manufacturers, or other words that are associated with the category of award. **YOU MAY NOT LIST NON-CATEGORY ITEMS.** Words to be included in the Search Engine for my Company (Limit 500 words):

penveu, interactive whiteboard, electronic whiteboard, interactive projector, digital pen, wireless mouse, presentation tool

CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict 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.

Note: The information in BOLD will be the PRIMARY COMPANY INFORMATION listed on the Vendor Page.

Company name Interphase Corporation
Mailing Address 4240 International Parkway, Suite 105
City/State/Zip Carrollton, Texas 75007
Telephone No. 800-777-3722
Fax No. 214-654-5500
E-mail address info@penveu.com
Authorized signature *Thomas A. Tipton*
Printed name Tom Tipton
Position with company CFO

EMAIL FOR ALL PO's WILL BE SENT Email orders@penveu.com
Person Responsible for PROCESSING PO's Name Amy Waldron
Telephone to Contact the PO Person Phone 214-654-5132

Company Website www.penveu.com

It is very important that if the PO person changes that TIPS is notified immediately.

This contract is for a total TERM of three years, but is reviewed and renewed every 12 months. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

Blenda McMatt
TIPS Authorized Signature

12-19-14
Date

David Wayne Fitts
Approved by Region VIII ESC

12-19-14
Date

Vendor Reference

You are completing a reference worksheet for a vendor who is planning to submit a bid to the [REDACTED] is a purchasing cooperative exercising best-practices to achieve competitive purchasing contracts on behalf of education and public agencies. We appreciate your reference. It helps us ensure that all [REDACTED] vendors are responsible, capable, and responsive. Please sign and promptly return this form to the vendor so, the company can include it with its bid. If you have any confidential information you would like to provide us, simply e-mail [REDACTED].

Name of Vendor Seeking Reference Interphase Corporation (penveu® interactive display system)

Name of Person Providing Reference Ryan Nicolson

Reference's Title Educational Technologist

School District or Agency Name University of Manitoba

Address, State, Zip Code 183 Dafoe Rd, Winnipeg, MB R3T2N2

Reference's Direct Phone Number 204-474-7665

Alternate Phone Number _____

Reference's E-Mail Address ryan.nicolson@umanitoba.ca

Pre-Sale Service

True or Mostly True	No Opinion	Not True or Inaccurate	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Vendor was knowledgeable about the product you purchased.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Vendor could fully answer questions about the products you purchased.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Vendor's answers were truthful and accurate.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Vendor was knowledgeable and truthful about contracting options.

Quality of Product, Service and Delivery

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Products delivered were exactly those specified.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Promised services were provided.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Deliveries were made correctly, safely, completely, and timely.

Post-Sale Services

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Invoices were correct as to price, quantity, and contract terms.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Warranty and return options, if exercised, were honored.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Follow-up customer services, installations, or configurations were provided as promised.

Your Overall Impression

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Vendor is honest.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Vendor is capable.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	You would use this vendor again.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	You would recommend this vendor to other public agencies.

Comment _____

Signature Ryan Nicolson

Digitally signed by Ryan Nicolson
DN: cn=Ryan Nicolson, o=University of Manitoba, ou=Centre for the Advancement of
Teaching and Learning, email=ryan.nicolson@umanitoba.ca, c=CA
Date: 2014.09.30 10:32:58 -0707

Date September 30, 2014

Vendor Reference

You are completing a reference worksheet for a vendor who is planning to submit a bid to the [redacted] is a purchasing cooperative exercising best-practices to achieve competitive purchasing contracts on behalf of education and public agencies. We appreciate your reference. It helps us ensure that all [redacted] vendors are responsible, capable, and responsive. Please sign and promptly return this form to the vendor so, the company can include it with its bid. If you have any confidential information you would like to provide us, simply e-mail [redacted]

Name of Vendor Seeking Reference PenVue/Interphase Corporation.

Name of Person Providing Reference Liza Montelongo

Reference's Title Vice President

School District or Agency Name El Paso STEM Foundation

Address, State, Zip Code 11420 Vista Del Sol Drive, El Paso, TX 79936

Reference's Direct Phone Number 915-309-1845

Alternate Phone Number 915-309-4600

Reference's E-Mail Address liza@epstem.org

Pre-Sale Service

True or Mostly True	No Opinion	Not True or Inaccurate	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Vendor was knowledgeable about the product you purchased.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Vendor could fully answer questions about the products you purchased.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Vendor's answers were truthful and accurate.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Vendor was knowledgeable and truthful about contracting options.

Quality of Product, Service and Delivery

True or Mostly True	No Opinion	Not True or Inaccurate	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Products delivered were exactly those specified.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Promised services were provided.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Deliveries were made correctly, safely, completely, and timely.

Post-Sale Services

True or Mostly True	No Opinion	Not True or Inaccurate	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Invoices were correct as to price, quantity, and contract terms.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Warranty and return options, if exercised, were honored.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Follow-up customer services, installations, or configurations were provided as promised.

Your Overall Impression

True or Mostly True	No Opinion	Not True or Inaccurate	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Vendor is honest.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Vendor is capable.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	You would use this vendor again.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	You would recommend this vendor to other public agencies.

Comment It was evident that this vendor is passionate about offering tools to engage students in the classroom. I was very impressed with them.

Honestly, it was refreshing to see people truly care about improving education.

Signature

Liza Montelongo

Date

9/15/14

Vendor Reference

You are completing a reference worksheet for a vendor who is planning to submit a bid to the [REDACTED] is a purchasing cooperative exercising best-practices to achieve competitive purchasing contracts on behalf of education and public agencies. We appreciate your reference. It helps us ensure that all [REDACTED] vendors are responsible, capable, and responsive. Please sign and promptly return this form to the vendor so, the company can include it with its bid. If you have any confidential information you would like to provide us, simply e-mail [REDACTED]

Name of Vendor Seeking Reference Interphase Corporation
Name of Person Providing Reference MARK WOOLEY
Reference's Title Chief Marketing Officer
School District or Agency Name TCC Group Holdings
Address, State, Zip Code 900 S. Capital of Texas Highway Suite 350 Austin TX 78746
Reference's Direct Phone Number 214 773 9504
Alternate Phone Number 214 773 9504
Reference's E-Mail Address mwooley@tccgroupholdings.com

Pre-Sale Service

True or Mostly True	No Opinion	Not True or Inaccurate	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Vendor was knowledgeable about the product you purchased.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Vendor could fully answer questions about the products you purchased.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Vendor's answers were truthful and accurate.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Vendor was knowledgeable and truthful about contracting options.

Quality of Product, Service and Delivery

True or Mostly True	No Opinion	Not True or Inaccurate	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Products delivered were exactly those specified.
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<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Deliveries were made correctly, safely, completely, and timely.

Post-Sale Services

True or Mostly True	No Opinion	Not True or Inaccurate	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Invoices were correct as to price, quantity, and contract terms.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Warranty and return options, if exercised, were honored.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Follow-up customer services, installations, or configurations were provided as promised.

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<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Vendor is honest.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Vendor is capable.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	You would use this vendor again.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	You would recommend this vendor to other public agencies.

Comment

Highly recommend

Signature

Mark Wooley

Date

9/17/14

STANDARD ONE-YEAR LIMITED WARRANTY

penveu® interactive display system

Please Retain Proof of Purchase

This Limited Warranty applies only to the penveu branded interactive display system hardware product ("Product") sold by Interphase Corporation and its authorized distributors or resellers (collectively referred to as "Interphase") and is limited to the hardware components, and accessories sold and packaged with the penveu system and not any other peripherals external to the penveu system. Interphase warrants the Product you have purchased to be free from defects in workmanship and material for a period of one (1) year from the original date of purchase ("Warranty Period"). During the Warranty Period, Interphase will, at its option, either repair the defect or replace the defective Product with a new or refurbished replacement that is at least functionally equivalent to the original Product, at no charge to you except as stated below. Replacement or repaired hardware units or parts are warranted to be free from defects in workmanship and material for ninety (90) days or the remainder of the original Warranty Period, whichever is longer. Any replacement becomes your property and the replaced item becomes the property of Interphase. If through no fault of you, Interphase is unable to replace or repair the Product as provided for above, Interphase will refund the current value of the Product at the time the warranty claim is made, plus reasonable shipping charges and the Product will become the property of Interphase.

Exclusions:

- This Limited Warranty is not transferable to any third party.
- Interphase is not responsible for lost data or for damage due to accident, misuse, neglect, contamination, virus infection, improper maintenance, improper environment, excessive or inadequate heating or air conditioning, electrical stress, or any other use or cause not arising from defects in material or workmanship from the normal use of the Product in accordance with the Product's documented specifications.
- Interphase does not warrant that the operation of the Product will be error-free or without interruption.
- This Limited Warranty does not extend to any product from which the original serial number has been removed.
- This Limited Warranty does not cover any non-penveu hardware products, such as displays or other peripherals external to the Product.
- This Limited Warranty does not include any application software or programs.
- This Limited Warranty does not extend to loss or damage in transit.
- This Limited Warranty does not cover any repair, modification, or alteration by anyone other than Interphase or an Interphase-authorized service entity.
- This Limited Warranty does not include protection against normal wear and tear, theft, misplacement, reckless, abusive, willful or intentional conduct associated with handling and use of the Product.

EXCEPT AS PROVIDED HEREIN AND TO THE EXTENT PERMITTED BY LAW, INTERPHASE DISCLAIMS ALL OTHER EXPRESS, STATUTORY AND IMPLIED WARRANTIES FOR THIS PRODUCT, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED, SUCH WARRANTIES ARE LIMITED TO THE RELEVANT WARRANTY PERIOD STATED HEREIN AS PERMITTED BY LAW. EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, INTERPHASE IS NOT LIABLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF ACTUAL OR ANTICIPATED REVENUE, PROFITS OR SAVINGS; LOSS OF BUSINESS, OPPORTUNITY, GOODWILL OR REPUTATION; LOSS OF OR DAMAGE TO DATA; COSTS OF RECOVERING OR REPRODUCING ANY DATA STORED IN OR USED WITH THE PRODUCT; REPLACEMENT COSTS OF EQUIPMENT OR PROPERTY; FAILURE TO MAINTAIN THE CONFIDENTIALITY OF INFORMATION STORED IN THE PRODUCT; OR PERSONAL INJURY OR PROPERTY DAMAGE (UNLESS CAUSED SOLELY AND DIRECTLY BY THE NEGLIGENCE OF INTERPHASE). IN NO EVENT SHALL LIABILITY OR RECOVERY OF ANY KIND HEREUNDER EXCEED THE AMOUNT PAID FOR THE PRODUCT.

Some states and countries may not allow the exclusion or limitation of implied warranties or incidental or consequential damages, so the above limitations may not apply to you. This Warranty gives you specific legal rights, and you may also have other rights which may vary from state to state or country to country.

Warranty Return Procedures:

Before requesting warranty service, please see all Product documentation and online troubleshooting help resources. If after making use of these resources your Product still appears defective, please contact penveu Technical Support at www.penveu.com/support who will help determine whether your Product requires service and who will instruct you on how to return the Product if necessary. A Return Material Authorization (RMA) is required from Interphase before returning the Product for warranty coverage. It is your responsibility to properly package and send the Product in accordance with instructions at your expense. If the Product is determined to be covered under the Limited Warranty, the Product will be repaired without charge, and Interphase will pay the return shipping and handling charges (US customers only).

penveu Return Policy

<http://www.penveu.com/return-policy.cfm>

penveu products purchased via the penveu.com shopping cart may be returned to Interphase Corporation for refund, and must meet the following criteria:

- All returns must have a pre-approved Return Material Authorization (RMA) from Interphase Corporation. To obtain an RMA number, please email returns@penveu.com. Products returned without an RMA number will be refused and returned to customer.
- Unopened items may be returned within 30 days of delivery for a product refund.
- Products must be in original packaging, and shipped securely. Customers returning products will incur all shipping charges to receive and return products. Insurance for the product should be purchased. Interphase Corporation will not assume liability for products damaged during shipment.
- Products must be complete with any standard certification labels (UL listing, capacity, brand name, UPC code) originally placed and not tampered with.
- Product serial number, or any similar identification numbers, must match the serial number on the package or invoice.
- Products must be free from damage of any type, including, but not limited to dents, scratches, cracks, abuse, defacement or indication of removed screws/fasteners/seals.
- Products so labeled with a security seal must have the seal intact and not tampered with.
- Products not meeting all the above criteria are subject to refusal or a MINIMUM restocking fee of 20%.