

TIPS VENDOR AGREEMENT

Between _____ and

(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

RFP 170306 Technology Solutions, Products and Services

General Information

The Vendor Agreement ("Agreement") 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 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement 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.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS Agreement, 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. If deviations are submitted to TISP by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement 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 Agreement.

Definitions

PURCHASE ORDER is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. 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.

Terms and Conditions

Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication.

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.)

Agreements

All Agreements 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.

Agreements 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, 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 Agreements

No assignment of Agreement 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 Agreement.
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 Agreement.

Renewal of Agreements

The Agreement with TIPS is for one (1) year with an option for renewal for additional consecutive years as provided in the solicitation. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause with which the TIPS member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS member shall only be valid and enforceable when the vendor receives written confirmation by purchase order or executed Agreement issued by the TIPS member for any renewal period. The purpose of this clause is to avoid a TIPS member inadvertently renewing an Agreement during a period in which the governing body of the TIPS member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship ordered products within a commercially reasonable time 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 agrees to provide pricing to TIPS and its participating governmental entities that is at least equal to the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the Agreement.

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 according to the terms of the solicitation. 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, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement 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 Agreement. Failure to pay the participation fee will result in termination of Agreement. 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 Agreements.** 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 Agreement, 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 Agreements.** 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 Agreement, 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, subcontractors, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this Agreement 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 Agreements for categories when deemed in the best interest of the TIPS membership. Bidders scoring the RFP's specified percentage 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 Agreement 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 Agreement 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 48 hours of receipt of order.

Termination for Convenience

TIPS has the right to terminate the agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under 2 CFR part 200.

TIPS Member Purchasing Procedures

Purchase orders or their equal are issued by participating TIPS member to the awarded vendor indicating on the PO "Agreement Number". 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 Agreement

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. In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Vendor's Agreement document shall not become part of TIPS's Agreement 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 Agreement. TIPS reserves the right to stop work and/or cancel Agreement 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 Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the Agreement 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 Agreement 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 Agreement". 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 Agreement by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The entity participating in the TIPS Agreement 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 Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this Agreement 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.

Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the 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 Agreement 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 Agreement. 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 and payment bonds will be required on construction or labor required jobs. 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 or Agreement.

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 and/or an Agreement 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 Agreements are required, they will be attached to the PO and shall take precedence over those in the base Agreement.

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 Agreement 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.

Incorporation of Solicitation

The TIPS Request for Proposals or the Request for Competitive Sealed Proposals solicitation and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

Special Terms and Conditions

It is the intent of TIPS to Agreement 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.

- **Agreements:** All vendor purchase orders and/or Agreements/agreements 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.
 - **Promotion of Agreement:** 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 Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
 - **Daily Order Confirmation:** All Agreement 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.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then 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.
-

Term of Agreement is one year with renewal options for up to two additional years as provided in the solicitation.

Page 12 of 12 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

RFP 170306 Technology Solutions, Products and Services

Company Name Encore Techonlogy Group
Address 2000 Wade Hampton Blvd., Suite 210
City Greenville State SC Zip 29615
Phone 888-983-6267 Fax _____
Email of Authorized Representative ryoung@encoretg.com
Name of Authorized Representative Russell Young
Title CFO
Signature of Authorized Representative *Russell Young*
Date 4/21/2017
TIPS Authorized Representative Name MEREDITH BARTON
Title TIPS VICE PRESIDENT OF OPERATIONS
TIPS Authorized Representative Signature *Meredith Barton*
Approved by ESC Region 8 *David Wayne Fitts*
Date MAY 26, 2017

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

| Bid Information | | Contact Information | | Ship to Information |
|-----------------|------------------------------------------------------------|---------------------|---------------------------------------------------------------------------------------|---------------------|
| Bid Creator | Rick Powell General Counsel/Procurement Compliance Officer | Address | Region 8 Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686 | Address |
| Email | rick.powell@tips-usa.com | Contact | Sarah Bond, Contracts Compliance Specialist | Contact |
| Phone | (903) 575-2689 | | | Department |
| Fax | | | | Building |
| Bid Number | 170306 Addendum 2 | Department | | Floor/Room |
| Title | Technology Solutions Products and Services | Building | | Telephone |
| Bid Type | RFP | | | Fax |
| Issue Date | 3/2/2017 08:04 AM (CT) | Floor/Room | | Email |
| Close Date | 4/21/2017 03:00:00 PM (CT) | Telephone | (866) 839-8477 | |
| | | Fax | (866) 839-8472 | |
| | | Email | bids@tips-usa.com | |

Supplier Information

Company Encore Technology Group
 Address Dept 720017
 PO Box 1335
 Charlotte, NC 28201-1335
 Contact
 Department
 Building
 Floor/Room
 Telephone (888) 983-6267
 Fax
 Email
 Submitted 4/21/2017 02:54:54 PM (CT)
 Total \$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Elizabeth Stephens

Email estephens@encoretg.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

| Date | Subject | Message |
|----------|----------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 03/02/17 | Update: Technology Solutions Products and Services | <p>Good Morning,</p> <p>We are aware that the documents uploaded to this RFP are not the correct ones that should be associated with it. We will have this resolved before the end of business day and apologize for any inconvenience that occurred.</p> <p>Thank you for your patience,</p> <p>The TIPS Team</p> |

Bid Attributes

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.) | Encore Technology Group helps educational institutions, government agencies and commercial enterprises rethink technology and leverage it to access and manage data, engage stakeholders and measure results. Solid partnerships, coupled with a highly experienced and heavily certified team, enable Encore to offer one of the most trusted and diverse portfolios of technology solutions on the market today. In addition to serving a client base that spans the entire country and crosses many industries, the company also has the distinction of being one of the nation's most experienced providers of connected K-12 classrooms. Learn more at www.encoretg.com . |
| 6 | Primary Contact Name | Primary Contact Name | April Hughes |
| 7 | Primary Contact Title | Primary Contact Title | Account Executive |
| 8 | Primary Contact Email | Primary Contact Email | AHughes@EncoreTG.com |
| 9 | Primary Contact Phone | Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 | 8889836267 |
| 10 | Primary Contact Fax | Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 | 8644380270 |

| | | | |
|----|------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11 | Primary Contact Mobile | Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 | 8643263221 |
| 12 | Secondary Contact Name | Secondary Contact Name | Elizabeth Stephens |
| 13 | Secondary Contact Title | Secondary Contact Title | Federal Program Coordinator |
| 14 | Secondary Contact Email | Secondary Contact Email | EStephens@EncoreTG.com |
| 15 | Secondary Contact Phone | Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 | 8889836267 |
| 16 | Secondary Contact Fax | Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 | 8645514783 |
| 17 | Secondary Contact Mobile | Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 | 8643263640 |
| 18 | Admin Fee Contact Name | Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. | Russell Young |
| 19 | Admin Fee Contact Email | Admin Fee Contact Email | RYoung@EncoreTG.com |
| 20 | Admin Fee Contact Phone | Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 | 8643263612 |
| 21 | Purchase Order Contact Name | Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. | April Hughes |
| 22 | Purchase Order Contact Email | Purchase Order Contact Email | AHughes@EncoreTG.com |
| 23 | Purchase Order Contact Phone | Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 | 8889836267 |
| 24 | Company Website | Company Website (Format - www.company.com) | www.encoretg.com |
| 25 | Federal ID Number: | Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789) | 46-1594391 |
| 26 | Primary Address | Primary Address | 2000 Wade Hampton Blvd., Suite 210 |
| 27 | Primary Address City | Primary Address City | Greenville |
| 28 | Primary Address State | Primary Address State (2 Digit Abbreviation) | SC |
| 29 | Primary Address Zip | Primary Address Zip | 29615 |
| 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.) | Cloud, Voice, Phone, Telecommunications, Provisioning, Enhanced Authentication, Single Sign-on, Identity Verification, Resource Provisioning, Federation, Password Reset, SSO, Self Service, Hosted, E-rate, Monitoring, Archiving, Filter, Office 365, Migration, Filter |
| 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) | 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? | Greenville |

| | | | |
|----|-----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| 34 | Company Residence (State) | Vendor's principal place of business is in the state of? | South Carolina |
| 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? | 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. | No |
| 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? | 5 |
| 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") | Term of Contract |
| 47 | Right of Refusal | Does the proposing vendor wish to reserve the right not to perform the awarded agreement with a TIPS member at your discretion? | Yes |
| 48 | NON-COLLUSIVE BIDDING CERTIFICATE | By submission of this bid or proposal, the Bidder certifies that: 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor; 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Failure to agree will render your proposal non-responsive and it | (No Response Required) |

will not be considered.

- 49 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686 Yes
- You may find the Blank CIQ form on our website at:
- Copy and Paste the following link into a new browser or tab:
<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>
- Do you have any conflicts under this statutory requirement?
- 50 Filing of Form CIQ If yes (above), have you filed a form CIQ as directed here? No
- 51 Regulatory Standing I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question. Yes
- 52 Regulatory Standing Regulatory Standing explanation of no answer.
- 53 Antitrust Certification Statements (Tex. Government Code § 2155.005) By submission of this bid or proposal, the Bidder certifies that: (No Response Required)
- I affirm under penalty of perjury of the laws of the State of Texas that:
- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Instructions for Certification:

(No Response Required)

1. By agreeing to the form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies,

including suspension and / or debarment.

- 55 Suspension or Debarment Certification Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (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. Yes

By submitting this offer and certifying this section, this bidder:
Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract as described above.

- 56 Non-Discrimination Statement and Certification In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Yes
Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.
(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)
USDA is an equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. I

certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited law and regulations.

57 2 CFR PART 200 Contract Provisions
Explanation

Required Federal contract provisions of Federal Regulations for contracts with ESC Region 8 and TIPS Members: (No Response Required)
The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.
The ESC Region 8 and TIPS Members is the subgrantee or Subrecipient by definition. The federal Rule numbering or identification below is only for reference purpose on this form and does not identify an actual Federal designation or location of the rule. The Rules are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200.
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.

58 2 CFR PART 200 (A) Contracts

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 (A) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS 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?

59 2 CFR PART 200 (B) Termination

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) Yes
Pursuant to Federal Rule (B) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS 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. ESC Region 8 and TIPS 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 ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.
Does vendor agree?

| | | | |
|----|-------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| 60 | 2 CFR PART 200 (G) Clean Air Act | <p>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).</p> <p>Pursuant to Federal Rule (G) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to the terms listed and referenced therein.</p> <p>Does vendor agree?</p> | Yes |
| 61 | 2 CFR PART 200 (H) Debarment and Suspension | <p>Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (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.</p> <p>Pursuant to Federal Rule (H) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term of an award by the ESC Region 8 and TIPS 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.</p> <p>Does vendor agree?</p> | Yes |
| 62 | 2 CFR PART 200 (I) Byrd Anti-Lobbying Amendment | <p>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.</p> <p>Pursuant to Federal Rule (I) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and after the awarded term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies to the terms included or referenced therein.</p> <p>Does vendor agree?</p> | Yes |

| | | | |
|----|---------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| 63 | 2 CFR PART 200 Federal Rule (12) | <p>Federal Rule (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)</p> <p>Pursuant to Federal Rule (12) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p> | Yes |
| 64 | 2 CFR PART 200 Procurement of Recovered Materials | <p>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</p> <p>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.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p> | Yes |

65 Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas." Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes

66 Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas. Do you agree to these terms?

Yes, I Agree

67 Remedies Explanation of No Answer

| | | | |
|----|---------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| 68 | Choice of Law | <p>This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p> | Yes |
| 69 | Jurisdiction and Service of Process | <p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p> | Yes |
| 70 | Alternative Dispute Resolution | <p>Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.</p> <p>Do you agree to these terms?</p> | Yes, I Agree |
| 71 | Alternative Dispute Resolution Explanation of No Answer | | |
| 72 | Infringement(s) | <p>The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights in connection with the vendor's proposal or ultimate contracts awarded and approved.</p> | Yes, I Agree |

Do you agree to these terms?

73 Infringement(s) Explanation of No Answer

74 Acts or Omissions

The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.
Do you agree to these terms?

Yes, I Agree

75 Acts or Omissions Explanation of No Answer

76 Contract Governance

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Yes

77 Payment Terms and Funding Out Clause

Payment Terms:
TIPS members pay net 30 or at point of sale and complies with the State of Texas payment law, Texas Government Code, Chapter 2251. See statute for specifics or consult your legal counsel. These are minimum terms required of the TIPS member in Texas by law and the parties may negotiate custom payment terms as desired provided they do not violate the statutory requirements. Statutory or binding regulations control TIPS members in this contract.
Funding out Clause:
Pursuant to Texas Local Government Code Sec. 271.903, any proposal offer accepted by TIPS and its members and all contracts to be approved are subject to the budgeting and appropriation of then currently available funds. See statute for specifics or consult your legal counsel.
Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes

78 Insurance and Fingerprint Requirements
Information

Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at

NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

(No Response Required)

| | | |
|---------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
| <p>79 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees</p> | <p>Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.</p> <p>Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:</p> <p>(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.</p> <p>I certify that:</p> <p>NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.</p> <p>OR</p> <p>SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:</p> <p>(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.</p> <p>(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.</p> <p>(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.</p> <p>(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.</p> <p>Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.</p> | <p>None</p> |
| <p>80 Solicitation Deviation/Compliance</p> | <p>Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?</p> | <p>Yes</p> |

- | | | |
|----|------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 81 | Solicitation Exceptions/Deviations Explanation | <p>If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.</p> <p>TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.</p> <p>In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.</p> |
| 82 | Agreement Deviation/Compliance | <p>Does the vendor agree with the language in the Vendor Agreement?</p> <p style="text-align: right;">Yes</p> |
| 83 | Agreement Exceptions/Deviations Explanation | <p>If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.</p> |

| | | |
|-----------------|--|--------|
| Line Items | | |
| Response Total: | | \$0.00 |



TIPS – The Interlocal Purchasing System

Region 8 Education Service Center | 4845 US Hwy 271 North | Pittsburg, Texas 75686

Date: May 26, 2017

RE: 170306 – Technology Solutions Products and Services (Addendum 2)

Addendum 1 was issued 3/2/2017. This addendum corrected the wrong documents being uploaded with the RFP.

Addendum 2 was issued on 4/7/2017. This addendum added a separate upload section for the price lists required for this RFP.

This original bid closing date was extended from April 21, 2017 to April 27, 2017.

Sarah Bond

Sarah Bond

Contracts Compliance Specialist

Screen shot from TIPS eBid System, showing history of RFP 170306 – Technology Solutions Products and Services (Addendum 2)

| Bid Audit History | | |
|-------------------------|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Return | | |
| Date | Line | Description |
| 4/24/2017 11:28 AM (CT) | Header | Bid request unsealed by SBOND TIPS. |
| 4/21/2017 03:00 PM (CT) | Header | Bid request closed by the system. |
| 4/7/2017 11:53 AM (CT) | Header | Addendum issued by the system. |
| 4/7/2017 11:53 AM (CT) | Header | Addendum published by RPOWELLTIPS. Reason: TIPS added an upload section for the Pricing Spreadsheet #2. Both pricing spreadsheets are required. |
| 4/7/2017 11:38 AM (CT) | Header | Bid Request Information Copied from Bid '170306 Addendum 1' by RPOWELLTIPS. |
| 3/2/2017 12:14 PM (CT) | Header | Addendum issued by the system. |
| 3/2/2017 12:14 PM (CT) | Header | Addendum published by RPOWELLTIPS. Reason: TIPS inadvertently attached the incorrect documents for RFP 170306 and has issued this addendum to correct the problem. We apologize for the inconvenience. |
| 3/2/2017 12:00 PM (CT) | Header | Bid Request Information Copied from Bid '170306' by RPOWELLTIPS. |
| 3/2/2017 09:04 AM (CT) | Header | Bid message sent to 'Invited and Responding Suppliers' |
| 3/2/2017 08:04 AM (CT) | Header | Bid request issued by the system. |
| 2/28/2017 09:29 AM (CT) | Header | Bid request published by RPOWELLTIPS. - Issue time adjusted by the system to balance workload. |
| 2/28/2017 09:22 AM (CT) | Header | Bid Request Information Copied from Bid '444444' by RPOWELLTIPS. |
| 2/28/2017 09:22 AM (CT) | Header | Bid Request created by RPOWELLTIPS. |
| Items 1-13 shown of 13 | | |
| Addendum Audit History | | |
| Return | | |
| Date | Line | Description |
| 4/7/2017 11:38 AM (CT) | Header | Addendum 2 created for bid '170306' by RPOWELLTIPS. |
| 3/2/2017 12:04 PM (CT) | Header | Attachment was added, File Name: '170306_Agreement.pdf' Description: 'RFP 170306 Agreement' by RPOWELLTIPS. |
| 3/2/2017 12:04 PM (CT) | Header | Attachment was added, File Name: '170306_Agreement_Signature_Form.pdf' Description: 'RFP 170306 Agreement Signature Form' by RPOWELLTIPS. |
| 3/2/2017 12:03 PM (CT) | Header | Attachment was added, File Name: '170306_Base_Forms_Required.pdf' Description: 'RFP 170306 Required Base Forms' by RPOWELLTIPS. |
| 3/2/2017 12:03 PM (CT) | Header | Attachment was added, File Name: '170306_Pricing_form_1.xlsx' Description: 'RFP 170306 Pricing Form #1 Spreadsheet' by RPOWELLTIPS. |
| 3/2/2017 12:02 PM (CT) | Header | Attachment was added, File Name: '170306_Pricing_form_2.xlsx' Description: 'RFP 170306 Pricing Form #2 Spreadsheet' by RPOWELLTIPS. |
| 3/2/2017 12:01 PM (CT) | Header | Attachment was added, File Name: '170306_RFP.pdf' Description: 'RFP 170306 Specifications and Instructions' by RPOWELLTIPS. |
| 3/2/2017 12:00 PM (CT) | Header | Attachment '170305_Agreement.pdf' was deleted by RPOWELLTIPS. |
| 3/2/2017 12:00 PM (CT) | Header | Attachment '170305_Agreement_Signature_Form.pdf' was deleted by RPOWELLTIPS. |
| 3/2/2017 12:00 PM (CT) | Header | Attachment '170305_Pricing_form_1.xlsx' was deleted by RPOWELLTIPS. |
| 3/2/2017 12:00 PM (CT) | Header | Attachment '170305_Pricing_form_2.xlsx' was deleted by RPOWELLTIPS. |
| 3/2/2017 12:00 PM (CT) | Header | Attachment '170305_Base_Forms_Required.pdf' was deleted by RPOWELLTIPS. |
| 3/2/2017 12:00 PM (CT) | Header | Attachment '170305_RFP.pdf' was deleted by RPOWELLTIPS. |
| 3/2/2017 12:00 PM (CT) | Header | Addendum 1 created for bid '170306' by RPOWELLTIPS. |
| Items 1-14 shown of 14 | | |

| |
|------------|
| REFERENCES |
|------------|

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

| Entity Name | Contact Person | Email | Phone |
|------------------------------------------|-----------------|------------------------------------------------------------------------------------------|---------------------|
| Wilson County Schools | Brian Wagner | brian.wagener@wilsonschoolsnc.net | 252-399-7870 x 8003 |
| Robinson Independent School District | Bryan Fuqua | bfuqua@robinson.k12.tx.us | 254-340-0092 |
| Valley Mills Independent School District | Pat Crawford | pcrawford@esc11.net | |
| Miami-Dade County Public Schools | Collette Baglia | cbaglia@dadeschools.net | 305-995-3602 |
| Boulder Valley Schools | Elmar Cannon | elmar.cannon@bvsd.org | 720-561-5058 |
| Denton Independent School District | Ernie Stripling | | 940-369-0000 |
| | | | |
| | | | |
| | | | |
| | | | |

| |
|---------------------|
| Resellers - Dealers |
|---------------------|

| Reseller/Dealer Name | Address | City | State | Zip | Contact Name | Contact Email | Contact Phone | Contact Fax | Company Website |
|------------------------|------------------------------------|------------|-------|-------|---------------|--------------------------------------------------------------|----------------|-------------|--------------------------------------------------------|
| Encore's CloudVoice | 2000 Wade Hampton Blvd., Suite 210 | Greenville | SC | 29615 | Russell Young | ryoung@encoretg.com | (888) 983-6267 | | www.encoretg.com |
| Encore's Enboard | 2001 Wade Hampton Blvd., Suite 210 | Greenville | SC | 29615 | Russell Young | ryoung@encoretg.com | (888) 983-6267 | | www.enboard.com |
| Encore's CloudServices | 2002 Wade Hampton Blvd., Suite 210 | Greenville | SC | 29615 | Russell Young | ryoung@encoretg.com | (888) 983-6267 | | www.encoretg.com |

Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Encore Technology Group

2000 Wade Hampton Blvd., Suite 210

Greenville, SC 29615

Name/Address of Organization

Russell Young, CEO

Name/Title of Submitting Official

Bill Young

Signature

4/21/17

Date

FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A or B or C.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Official: Russell Young, CFO
Print Authorized Company Official's Name

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Authorized Company Official: _____

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Authorized Company Official: 

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Authorized Company Official: _____

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

The Education Service Center Region 8 and TIPS anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

1. Will you be subcontracting any of your work under this award if you are successful? (Circle one)

☐ YES or NO ☒

2. If yes, do you agree to comply with the following federal requirements? (Circle 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.

Company Name Encore Technology Group, LLC

Print name of authorized representative Russell Young

Signature of authorized representative Bill Young

Date 4/21/17

FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED MATERIALS.

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Tex Gov't Code or other law(s), **you must make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) Education Service Center Region 8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

I DO NOT desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials:

Encore Technology Group

Name of company claiming confidential status of material

Russell Young, CFO, [Signature]
Printed Name, Title, and Signature of authorized company officer claiming confidential status of material

2000 Wade Hampton Blvd., Suite 210, Greenville, SC 29615 (888) 983-6267

Address City State ZIP Phone

ATTACHED ARE COPIES OF _____ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Name of company expressly waiving confidential status of material

Printed Name, Title, and Signature of authorized company officer expressly waiving confidential status of material

Address City State ZIP Phone



The Interlocal Purchasing
System (TIPS)
Texas

Technology Solutions,
Products, and Services
RFP # 170306

Due April 21, 2017 at 3:00 P.M.

The Interlocal Purchasing System
4845 Highway 271 North
Pittsburg, TX 75686

Dear Procurement Director or Bid Administrator,

Thank you for providing Encore Technology Group (Encore) the opportunity to present our proposal for Technology Equipment and Supplies, Software, Telecommunications Products, and Asset Disposal and Recovery. In today's environment, most organizations are asking more from their IT staff while at the same time receiving fewer resources. This formula usually places a huge burden on the organization and outside help is needed from time to time. Our goal is to make it easy for your organization to engage Encore Technology Group and provide the technical expertise necessary which will get you through these times. With our vast experience in the public and commercial sector Encore Technology Group is confident that you will find us to be most qualified partner and as such we look forward to working with your organization.

Please accept this document as evidence of our desire to assist your organization in achieving its technology goals. If you have any questions or would like more information, please contact us at (888) 983-6267. We look forward to combining talents to make this endeavor a success.

Sincerely,

April Hughes
Encore Technology Group
Enclosure

Contents

| | |
|-----------------------------------------------------------|----|
| Quick Overview | 4 |
| Our Solutions | 4 |
| TIPS' Dedicated Team Members..... | 4 |
| Encore Identification Numbers | 4 |
| About Encore Technology Group..... | 5 |
| Encore Locations | 5 |
| Encore and E-rate..... | 6 |
| Encore's E-rate Solutions | 6 |
| Discounts and LCP..... | 6 |
| E-Rate Identifiers | 7 |
| Enboard | 8 |
| Automated Provisioning..... | 9 |
| Enhanced Authentication | 10 |
| Single Sign-On..... | 10 |
| Identity Verification System | 10 |
| Enboard References | 11 |
| Enboard Service Agreement – SAMPLE | 11 |
| General Information | 11 |
| Scope of Agreement | 12 |
| Payment | 13 |
| General Terms and Conditions | 14 |
| Enboard Service Agreement – SAMPLE – Texas Specific | 19 |
| General Information | 19 |
| Scope of Work..... | 20 |
| Payment | 21 |
| General Terms and Conditions | 21 |
| CloudServices | 27 |
| Encore SmartAlert Monitoring..... | 29 |
| Encore CloudArchiving | 29 |
| Encore CloudAccess | 30 |
| Encore CloudFilter..... | 31 |
| Office 365 Migration | 31 |
| CloudServices Agreement – SAMPLE | 32 |
| General..... | 32 |

| | |
|-------------------------------------------------------------------|----|
| Scope of Work..... | 33 |
| Payment | 34 |
| General Terms and Conditions | 34 |
| CloudVoice | 40 |
| Benefits of CloudVoice | 41 |
| CloudVoice Features..... | 42 |
| CloudVoice Services | 43 |
| Additional CloudVoice Services | 43 |
| CloudVoice Network Considerations..... | 46 |
| CloudVoice Popular Phones | 47 |
| CloudVoice References..... | 48 |
| CloudVoice Service Level Agreement | 49 |
| CloudVoice Services Agreement – SAMPLE | 53 |
| General Information | 53 |
| Encore Support Center..... | 53 |
| Scope of Work..... | 54 |
| Payment | 55 |
| Special Considerations Related to CloudVoice | 55 |
| General Terms and Conditions | 57 |
| Exhibit A | 63 |
| CloudVoice Phone Purchase Plan Agreement – SAMPLE | 65 |
| General Information | 65 |
| Scope of Agreement | 65 |
| Special Considerations Related to the Handset Purchase Plan | 65 |
| General Terms and Conditions | 66 |

Quick Overview



Encore Technology Group helps educational institutions, government agencies and commercial enterprises rethink technology and leverage it to access and manage data, engage stakeholders and measure results. Solid partnerships, coupled with a highly experienced and heavily certified team, enable Encore to offer one of the most trusted and diverse portfolios of technology solutions on the market today. In addition to serving a client base that spans the entire country and crosses many industries, the company also has the distinction of being one of the nation's most experienced providers of connected K-12 classrooms. Learn more at www.encoretg.com.

Our Solutions

Enboard

The Enboard Suite is a Platform that enables Instruction by removing the Technology Barriers for Organizations that exist between Individuals (Students, Staff, Parents, Administration) and their Digital Portfolios - Applications, Textbooks, Learning Tools, Communication Platforms and all Digital Resources.

CloudServices

We have invested heavily in the build-out of our network infrastructure on a national scale. We own and operate the network infrastructure, which serves as the backbone of our entire cloud services portfolio, and we take special care to ensure that it is robust, reliable, and secure.

Our infrastructure consists of:

- ★ Best in class hardware and software
- ★ Impenetrable, high-speed network connections
- ★ Full Redundancy and Fail over
- ★ Maximum flexibility and scalability
- ★ State-of-the-art security

CloudVoice

Telephone evolves with our VoIP solution. Encore CloudVoice replaces outdated phone systems and moves most of your technical requirements into our cloud. A low setup and activation fee, followed by predictable and manageable monthly service fees, gets you reliable VoIP, and all-you-can-consume local and domestic long distance calls.

TIPS' Dedicated Team Members

April Hughes

Account Executive

(864) 326-3221

ahughes@encoretg.com

Elizabeth Stephens

Federal Program Coordinator

(864) 326-3640

estephens@encoretg.com

Encore Identification Numbers

| | |
|---------------------|------------|
| Taxpayer ID | 46-1594391 |
| SC Vendor ID | 7000195727 |
| E-Verify | 640789 |
| DUNS | 078748531 |

| | |
|-------------------------|------------|
| FCC Registration | 0022372619 |
| Category 1 SPIN | 143037077 |
| Category 2 SPIN | 143037152 |

About Encore Technology Group

Encore is an employee-driven, customer-focused provider of technology solutions in multiple areas, including: datacenter/virtualization, unified communications/collaboration, classroom technologies, physical security/cabling, borderless networks, Cloud & Software Services, and hosted telecommunications services. Encore has been involved in delivering the 21st Century Connected School to school districts throughout North Carolina, South Carolina, Georgia, Tennessee, and Virginia, as well as providing cloud/hosted services to customers not only in the Southeast, but throughout the United States.

Encore's history dates back over 27 years, but like technology we are always evolving in our endeavor to be your partner of choice. Our last major evolution occurred in 2013 when we became Encore Technology Group. Since then, we have engaged dedicated solution specialist, elevated our commitment to customer services and expanded our footprint.

Our efforts have developed unique expertise, proven procedures, and strong understandings that help organizations achieve their desired technology goals. Accordingly, Encore has developed partnerships with leading manufactures and are able to offer a trusted and diverse portfolio of technology products. This includes manufacture certifications and product-specific knowledge. Knowing the products and services so well allows Encore to provide escalated and expedited support.

Further evaluations of customer needs lead us to the development of Enboard, our Federated Security Suite software line. As we continue our evolution into the technology provider you desire we stretch and grow into new areas of technology as we see the benefit for the K12, higher education, and state & local government arenas.

Encore understands your buying cycles and budgeting needs, including the ways in which you procure and utilize technology, you can count on us to recommend, design, implement, and help you manage technical solutions that not only work today but stand the test of time.

Encore strives to be the partner of choice for our customers by engaging with them to understand, implement, and maintain today's innovative technical solutions that address the needs of their organization.

Encore Locations

Corporate Address

2000 Wade Hampton Blvd
Suite 210
Greenville, SC 29615

Logistics Office

903 E. Main St.
Suite A
Easley, SC 29640

North Carolina Sales Office

5960 Fairview Road
Suite 400
Charlotte, NC 28210

Remittance Address

Dept 720017
PO Box 1335
Charlotte, NC 28201-1335

Georgia Sales Office

3235 Satellite Blvd.
Building 400, Suite 300
Duluth, GA 30096

North Carolina Sales Office

8313 Six Forks Road
Suite 211
Raleigh, NC 27615

Encore and E-rate

<http://www.encoretg.com/e-rate>

As a result of our advocacy and action, we've received over \$375 million in E-rate contract awards since 1999, the program's initial funding year. E-rate remains an important part of our business at Encore – and a pivotal source of funding for our clients today. As such, we take program compliance seriously. We continue to invest tremendous resources to meet the E-rate Program's strict compliance requirements, and in the progression of our solutions portfolio to meet clients' unique needs. Our dedicated federal program coordinator oversees the evolution of the E-rate Program and ensures our continued advocacy and investment in it.

What does all this mean for you? It means we know this program inside and out, and we're capable of guiding you through it. We maintain the highest level of E-rate knowledge and integrity. We have one of the most experienced and competent teams around. Our employees are focused on understanding the E-rate Program and its evolution throughout the past and into the future. And we have a track record to prove it, one that very few solution providers can match.

Encore's E-rate Solutions

Encore is an approved E-rate Service Provider, and our services have been assigned a unique Service Provider Identification Number (SPIN) for the Funding Category1 and Category2 services we provide to E-rate Program applicants. Our solutions include telecommunications and Internet access, the hardware needed for assembling local networks, and installation and maintenance of related systems and machines – as well as many other complementary IT products and services.

- Category 1 – SPIN 143037077
- Category 2 – SPIN 143037152

Discounts and LCP

Due to our involvement, and E-rate guidelines, we must follow the Lowest Corresponding Price rule. Therefore, Encore has priced its products and services to meet this guideline for all E-rate eligible products to all of its current and potential customers. For more information on E-rate or the LCP, please see <http://www.encoretg.com/e-rate> or <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx>.



E-Rate Identifiers

Form 498 IDs (Formerly known as SPIN)

Category 1 – CloudVoice Services

#143037077 - Encore Technology Group. LLC
Unfollow

Organization Details

| | | | |
|-------------------|------------------------------------|-------------------|-------------------------------|
| Name | Encore Technology Group. LLC | Organization Type | Service Provider Organization |
| Doing Business As | FKA: Computer Software Innovations | DUNS Number | 78748531 |
| SPIN | 143037077 | Status | Active |

Green Light Status

4/21/2017 9:31 AM
Current Status of FRN 0022372619

STATUS: Green
You have no delinquent bills which would restrict you from doing business with the FCC.
The Red Light Display System checks all FRNs associated with the same Taxpayer Identification Number (TIN). A green light means that there are no outstanding delinquent non-tax debts owed to the Commission by any FRN associated with the requestor's TIN. The Red Light Display System was last updated on 04/21/2017 at 6:35 AM; it is updated once each business day at about 7 a.m., ET.

SPAC

| SPIN | Service Provider | Doing Business As | Contact Name | Contact Address | Contact Phone | Telecom Provider | SPAC Filed |
|-----------|------------------------------|------------------------------------|--------------|----------------------------------------------------------|---------------|------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| 143037077 | Encore Technology Group. LLC | FKA: Computer Software Innovations | | 2000 Wade Hampton Blvd Suite 210 Greenville, SC 29615 | | Eligible | 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 |

Enboard



Encore Software Solutions Enboard Suite provides a holistic Provisioning (Identity Lifecycle Management) and Federated Security Solution (SSO, Federation) with an integrated Identity Verification System (User Self Service / Password Reset). Managing the Identity of an individual through the individuals given lifecycle requires an understanding of the users attributes as they change throughout their lifecycle. These attributes include but are not limited to: Role, Type, Security, Resource Access, Location, Status, etc.

A User's role may change based on their position (Ex. Teacher to Administrator) or location (Ex. School to School or School to District Office) which also changes the type of User (Ex. Standard to Privileged User) which ultimately affects not only their level of Security but also the Resources that they utilize or need. The Users' status may change based on the type or seasonality of the position (Ex. Coach, Adjunct Professor, Teachers Aide) but the User needs to be in a managed state until the lifecycle of the user ends.

As Technology continues to migrate to a "Cloud" or consumption/utility model, resources are more often being accessed that do not belong to the consumer or consumer's organization. Due to this change in consumption models as well as the proliferation of technology needs by Users, automating and securing a Users access to all resources (owned or non-owned / on premise or off-site) is critical. Otherwise, the manual processes place a very heavy burden on the organization and user that ultimately results in a significant delay in a user gaining access to the resources they need. Equally as important as the ability to provision resources is the ability to de-provision resources when they are no longer required or permitted.

Enboard provides the mechanisms required to take a user from inception (Staff: Hiring / Student: Enrollment) through their lifecycle, automates their resource access (creating resources, changing resources, revoking resources) and provides the proper security constructs to enable resource access to owned (Ex. On-Premise File Servers or Application) or non-owned (ex. Office 365, Google, Renaissance Learning, Pearson, Canvas, etc.) resources.

Full automation cannot be completed unless there is a level of User Self Service where the User can quickly on-board and reset their own password without having to engage Technical Support as Resources are often times accessed off-premise and after hours.

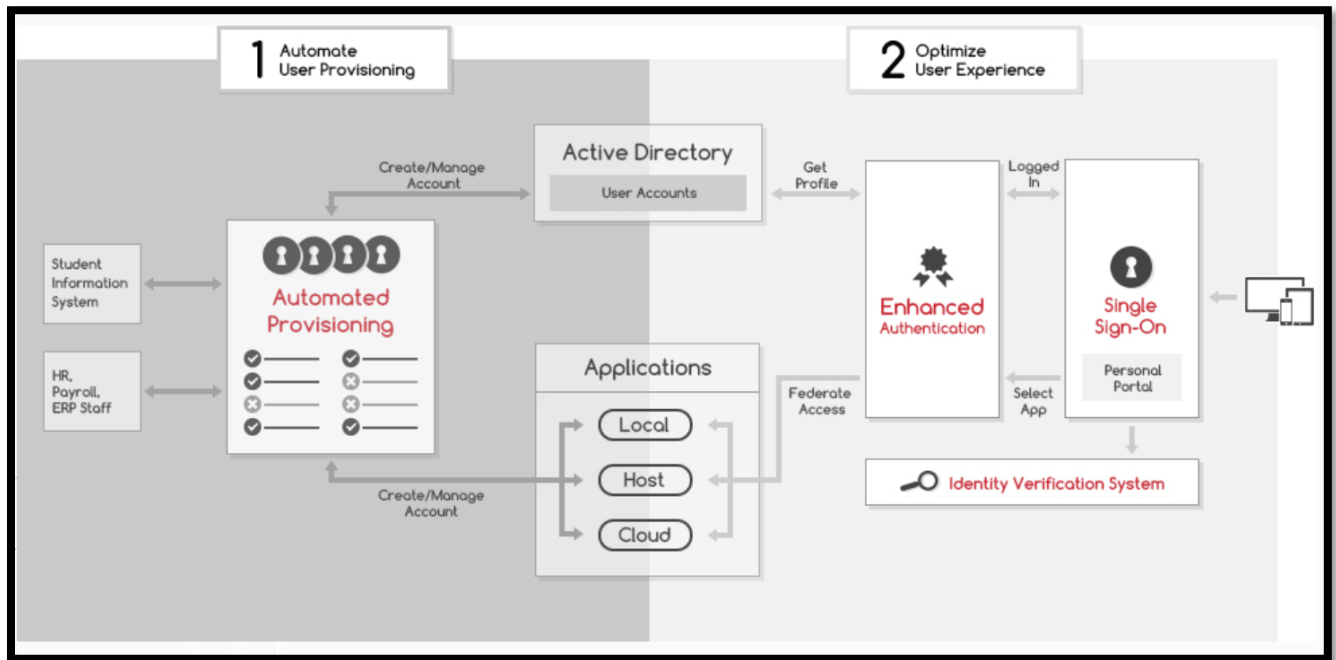
Encore Software Solutions Enboard Suite is made up of (4) unique but integrated components:

- ★ Provisioning: Account and Resource Provisioning (including Digital Textbook Rostering)
- ★ Enhanced Authentication: Security Federation (Full Identity Provider)
- ★ Single Sign-On: SSO Portal Access to multiple Web-based or Web-Enabled Resources
- ★ Identity Verification System: User Security Onboarding / Password Reset

Benefits of Enboard

- ★ Users have instant access to all approved applications and self-managed password resets.
- ★ With more than 20 applications typically available to each user, our simple and reliable system is a major efficiency-driver providing significant cost-savings.
- ★ Our product normalizes a variety of devices, allowing applications to be responsive to all delivery platforms.
- ★ Enables schools to use both MS and Google School.

- ★ Our Identity Verification System automates onboarding and turns password resets into a self-service model which saves on time and money for the IT department and time for the teachers and students.
- ★ Our web-driven solution is fully automated and provides real-time updates once the workflow is built.



Automated Provisioning

Through Automated Provisioning, Enboard is able to reduce the need for administrators and their teams to enter stacks of private data for each student and staff individual as well as reduces change management and new resource allocation complexities. Enboard streamlines the process of identity/resource management by automating user and resource provisioning and management. School administrators can almost immediately update new hires or students, as well as provide access to different applications at individualized levels by simply making the required adjustment in the Student Information System (SIS) and HR/Payroll Platform. This product not only provisions Active Directory and Messaging Platforms (Office 365/Exchange and Google) but also Provisions/Rosters Digital Textbooks and Third Party Digital Providers. Once you have Provisioning, you are able to provide SSO.

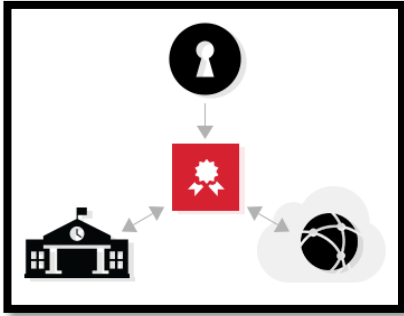


Benefits

- ★ Provisions Active Directory, Digital Textbooks (Rostering) and other Third Party Platforms
- ★ Enables Customer to Maintain Full Control of Personal Identifiable Information (PII)
- ★ Automates User and Resource Management

Enhanced Authentication

Enhanced Authentication provides a centralized, highly available full identity provider and federation mechanism that allows users to access resources through standard security federation protocols to their web resources. This includes platforms such as SAML 1.0/2.0, WS Federation, CAS 3.x/4.x, Shibboleth, OAuth and Office Forms Based Authentication. This solution can be deployed on multiple servers and includes a native clustering methodology and works with the majority of standards based load balancing solutions.



Benefits

- ★ Secure, Secure, Secure.
- ★ Provides piece of mind.
- ★ Enables Cross-Platform Authentication via Federation.

Single Sign-On

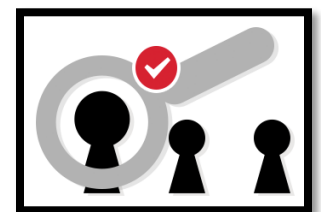
True Single Sign-On provides one log-in for all digital resources. This is essential for every student, parent, teacher and administrator. SSO improves user satisfaction, saves money by automating services and saves time for anyone accessing and monitoring the system. Through centralized access to multi-platform, web-enabled resources, SSO enables every user on the network quick, reliable and secure access.

Benefits

- ★ Saves money and time.
- ★ Utilize one log-in.
- ★ Centralized access to multi-platform, web-enabled resources.
- ★ Quick, reliable and secure access.

Identity Verification System

Simplifies the process for users to perform password resets with pre-defined questions/answers or user defined questions/answers, as well as other security mechanisms (SMS Security Code). Onboarding is also automated, which means the process happens quickly and securely.



Benefits

- ★ Online Password Reset
- ★ Automates Onboarding
- ★ Self-Service Model

Enboard References

Miami-Dade County Public Schools – FL – 12 Years

Enhanced Authentication & SSO – Currently Reviewing Full **enboard** suite.
Currently has 900,000 Users.

Boulder Valley Schools – CO – 10 Years

Full **enboard** suite.
Currently has 55,000 Users.

Wake County Schools – NC – 10 Years

Provisioning
Currently has 175,000 Users.

Denton Independent School District – TX – 10 Years

Full **enboard** suite.
Currently has 35,000 Users.

Atlanta Public Schools – GA – 8 Years

Provisioning and Federated Security
Currently has 65,000 Users.

Guilford County Schools – NC – 10 Years

Full **enboard** suite.
Currently has 85,000 Users.



Enboard Service Agreement – SAMPLE

General Information

General

This Encore Software Solutions (“ESS”) Managed Service Agreement hereinafter referred to as the ‘Agreement’, between the parties identified below defines the terms and conditions for providing Enboard and the associated services described herein. Encore Technology Group, LLC shall be the Service Provider and custodian of this Agreement and responsible for its maintenance and revision throughout the term of service.

| Service Provider | CLIENT |
|--------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| Encore Technology Group, LLC 2000 Wade Hampton Boulevard Greenville, SC 29615 | SAMPLE Sample Contract Agreement 1234 Sample Drive Sample, SC 29615-1776 |
| Hereinafter referred to as ‘ENCORE’ | Hereinafter referred to as ‘CLIENT’ |

Business Hours of Service

Encore’s regular business hours of service are Monday through Friday from 8:00 am to 5:00 pm EST. Encore’s business night & weekend hours of service are weekdays from 5:01 pm to 7:59 am EST, and all day on Saturday and Sunday.

Support Center Hours of Service

Encore’s Support Center’s regular hours of service are Monday through Friday from 7:00 am to 9:00 pm EST. Encore’s Support Center’s night & weekend hours of service are weekdays from 9:01 pm to 6:59 am EST, and all day on Saturday and Sunday.

Holidays

Encore considers the following days as holidays: New Year’s Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.

Terms and Conditions

All sales are exclusively subject to and conditioned upon the terms and conditions of sale posted at <http://www.encoretg.com/terms-and-conditions>, and any other additional or different terms are objected to and rejected unless Encore expressly agrees to them in a signed writing.

Encore Support Center

Request Support

The preferred method for initiating a support request is via our web page at <http://www.encoretg.com/support/support-center>. Complete and submit the form, and an Encore engineer will be assigned your ticket, and respond via email or phone within the appropriate response time. Alternatively, you reach the Encore Support Center during regular hours of service by phone calling (888) 983-6267, Option 1.

Remote Access

The CLIENT shall cooperate with Encore in attempting the most expedient and cost effective resolution available. The CLIENT grants and enables Remote Access permission for Encore authorized support personnel to attempt to

evaluate and resolve Service Requests. Devices without remote access cannot be supported unless otherwise noted.

Issue Tracking and Reporting

Encore maintains an internal system for tracking service requests from our clients. Encore's Support Center generates a ticket upon CLIENT contact and the system allows us to track and measure the service request. Reports are generated and sent to the CLIENT's designated contact. Custom reports can be generated upon request with any additional details that are logged in the system.

Issue Escalation

We are continually trying to improve our Client experience and want to know when we don't meet expectations. If you have submitted a ticket and are not getting the service you expect, please escalate your issue in the order listed below:

| First Escalation | Second Escalation | Third Escalation |
|--------------------------------------------------------------------|------------------------------------------|---------------------------|
| Chris Schmidt Director of Cloud & Development Operations | Michael Knight President & CTO | Todd Newnam CEO |

Scope of Agreement

Scope

This Agreement is limited to the services defined under this section. Services shall be provided for the Term of Service, during Service Hours, and billed in accordance with the Service Payment Schedule.

Term of Service

This Agreement shall commence as of <XX/XX/XXXX> and remain in effect for <##> months. **SAMPLE**

Service Limitation

The services covered under this Agreement are limited to the support relating to Encore ESS Services. Services performed outside the terms of this agreement will be billed at Encore's standard hourly rates based upon the services performed. Some third-party software applications and network infrastructure may not be covered under this agreement and may require manufacturer support.

After Implementation, Encore-provided Annual Professional Services is limited to engaging in (10) Applications (can be SSO, EA and Resource Provisioning Combined) and (2) Account Provisioning Major changes (Ex. Authoritative Source Change, Additional SIS or HR Field Creations) annually (provided Subscription is Active). These changes are limited to Applications and/or Integrations that Encore has an existing Library (Macro, Assembly, Connection) for or is considered Common by Encore (Known/Well Documented Integration Information). Any changes required outside of the stated number per year for Common Applications will be billed at \$1,000 per SSO/EA Application and \$2,500 per ILM/Provisioning. Any requests for changes that include components, sources, destinations, etc. that are not listed in Encore's Existing Library or are considered Common by Encore will result in a Change Order, a Separate Scope and a separate line item billing for development.

Note: Client is NOT limited to making their own Application Additions or Changes to the Platform once Client has completed Enboard Training. Client will not be charged additional fees for adding or changing their own Applications.

Managed Services

The managed services listed in the Service Payment Schedule below are included in this Agreement.

Service Level

This Agreement includes Encore's standard service level of support, which include the following:

- **Guaranteed Response Time** - All Service Requests related to this agreement warrant first response, evaluation, and/or attempted resolution via Phone and/or Remote Troubleshooting conducted by an Encore authorized support personnel within (4) business hours.
- **Remote Support Service** - Encore will provide unlimited hours of remote support service relating to Encore Software Solutions.

Agreement Termination

This Agreement may be terminated with or without cause by either ENCORE or CLIENT by giving 90 days' prior written notice to the other party. Termination of the Agreement will be effective on the date that is 90 days after receipt of such written notice, unless the parties otherwise agree in writing. Encore will continue to provide and be fully compensated for services until the effective date of termination of the Agreement.

In addition, in the event that CLIENT terminates the Agreement for any reason, CLIENT agrees to pay a Termination Fee in a lump sum to ENCORE equal to (1) 100% of total payments which would otherwise be due from CLIENT to ENCORE with respect to the period beginning on the effective date of termination of the Agreement and ending on the one year anniversary of the date of the Agreement (the "One Year Anniversary"), if applicable; plus (2) 100% of the total payments which would otherwise be due from CLIENT to ENCORE with respect to the period beginning on the One Year Anniversary and ending on the expiration date of Agreement, if applicable. The parties agree that the Termination Fee is a reasonable estimate of the actual loss of income that ENCORE will suffer as a result of termination of the Agreement by CLIENT; the amount of actual loss cannot be precisely measured and would be difficult or impossible to determine; and the Termination Fee is not intended to and does not constitute a forfeiture or penalty or other method to compel performance.

Upon the effective date of termination of the Agreement by either party, unless otherwise agreed in writing by both parties, (a) ENCORE will immediately cease providing the services under the Agreement; (b) CLIENT will pay ENCORE for all services performed prior to the effective date of termination of the Agreement; and (c) CLIENT will pay ENCORE any applicable Termination Fee.

Payment

Service Payment Schedule

Service Payment Schedule identifies the bill rates and terms for remittance for services rendered under this Agreement and throughout the Term of Service. Service Payment Schedule is provided herein. Additional taxes and fees may apply.

| Managed Service Description | Quantity | Amount |
|-----------------------------|----------|---------------|
| Enboard – Product | ## | \$0.00 |
| Enboard – Product | ## | \$0.00 |
| Enboard – Product | ## | \$0.00 |
| Enboard – Product | ## | \$0.00 |
| Total | | \$0.00 |

Note: For new implementations, Enboard subscription will be billed upon the project kick-off.

General Terms and Conditions

All sales of products and/or services made by Encore Technology Group, LLC ("Encore") to its Clients (each a "CLIENT") are subject to these terms and conditions, as amended from time to time (the "Terms"). CLIENT shall be deemed to have accepted these Terms by manifesting such acceptance by any of the following (i) CLIENT submitting a purchase order to Encore, (ii) CLIENT providing instructions or authorization regarding the sale of products and/or services (including instructions to bill and hold), (iii) CLIENT's acceptance of delivery of any products sold by Encore, (iv) CLIENT's paying for any products and/or services sold by Encore, or (v) CLIENT's indicating in some other manner CLIENT's acceptance of these Terms (including email authorization or email acceptance of an order by CLIENT), whichever comes first. Upon acceptance, CLIENT irrevocably agrees and commits to purchase the products and/or services in accordance with these Terms. These Terms prevail over any of CLIENT's general terms and conditions of purchase regardless of whether or when CLIENT has submitted its purchase order or such terms. Fulfillment of CLIENT's order does not constitute acceptance of any of CLIENT's terms and conditions and does not serve to modify or amend these Terms. The terms on any purchase order or similar document submitted by CLIENT to Encore will have no effect on any of these Terms, unless such terms are in each case accepted in writing by Encore. Except for any written contract signed by Encore and CLIENT, ENCORE HEREBY OBJECTS TO AND REJECTS THE PROVISIONS OF ANY PURCHASE ORDER OR SIMILAR DOCUMENT SUBMITTED BY CLIENT THAT IS INCONSISTENT WITH OR IN ADDITION TO THESE TERMS, AND ENCORE'S OFFER AND OBLIGATION TO SELL PRODUCTS OR SERVICES IS EXPRESSLY CONDITIONED UPON CLIENT'S ACCEPTANCE OF THESE TERMS.

Entire Agreement

Unless Encore and CLIENT have entered into a written contract signed by both parties governing the sale of products and/or services by Encore, these Terms constitute the final and complete and exclusive statement of the terms of the agreement between Encore and CLIENT regarding the sale of products and services by Encore to CLIENT. These Terms supersede all prior or contemporaneous proposals, quotations, agreements, statements, understandings, communications, forecasts, samples, models, specifications, course of dealing and usage of trade, whether written or oral, none of which shall be part of the agreement between Encore and CLIENT. Notwithstanding anything in these Terms to the contrary, if a written contract signed by Encore and CLIENT is in existence governing the sale of products and/or services by Encore, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms. Where services are ordered, the terms of ENCORE's Standard Master Services Agreement and any related supplements or those of the third party vendor, as applicable, apply and are incorporated herein by reference.

No Reliance

CLIENT represents and warrants that it is not relying upon any representation of Encore not contained within these Terms, except as otherwise provided in a written agreement signed by both Encore and CLIENT governing the sale of products and/or services by Encore.

Availability

Product availability and product discontinuation are subject to change without notice.

Price

All prices are exclusive of any applicable import duties and tariffs, custom fees, export licensing fees, import or export taxes, federal, state, provincial, municipal, and other government taxes (such as sales, use, value added, and property taxes), and any other taxes or official charges, all of which are CLIENT's sole responsibility. All prices are subject to change without notice and are confirmed at time of order acceptance by Encore.

Taxes

CLIENT shall bear applicable federal, state, provincial, municipal and other government taxes (such as sales, use, value added, and property taxes). Exemption certificates, valid in the place of delivery, must be presented to Encore prior to shipment.

Credit and Payment Terms

Prior to placing an order, CLIENT's current account status must be in good standing. If CLIENT has not previously done business with Encore, then CLIENT must complete an Encore Credit Application and receive approval to be eligible for Net 30 credit terms. Encore has the right to decline to extend credit to CLIENT and to require that the applicable purchase price be paid prior to shipment. CLIENT shall promptly notify Encore of all changes to name, address, or if CLIENT sells a substantial portion of its assets. Encore shall have the right to limit, cancel, or change CLIENT's credit terms at any time in its sole discretion.

Unless Encore requires that payment be made prior to shipment of products or rendering of services, all invoices are due and payable in full in U.S. Dollars within thirty (30) days of the invoice date for products (and the invoice date will be no later than the date of delivery), and within thirty (30) days of the invoice date for all services rendered during the preceding month. Payment will be made via check, wire, or ACH unless otherwise agreed in writing by Encore. All payments shall be due and payable without offset, discount (unless explicitly provided for in writing by Encore), or any reduction in price, without deduction for any currency exchange or conversion, and without deduction for any taxes or duties levied by any governmental authority. Any payment received from or for the account of CLIENT may be accepted and applied by Encore against any indebtedness owed by CLIENT to Encore, as shown on the books and records of Encore, regardless of any statement by CLIENT referring to or accompanying such payment. CLIENT agrees to pay late payment charges on any payment that is not made when due. The late payment charge rate shall be the lesser of (1) 2% per month or any portion thereof (24% annually), or (2) the maximum amount permitted by law. Encore will be entitled to recover reasonable attorneys' fees and other costs incurred by it in connection with any action or proceeding to collect any payment due from CLIENT and court fees. If CLIENT fails to pay any invoice when due or otherwise breaches these Terms, Seller may, at its option, withhold shipment of any order for which Encore has

extended credit to CLIENT. In addition, Encore shall have the right to limit or cancel CLIENT's credit terms at any time in its sole discretion and, as a condition to Encore's obligation to deliver products to CLIENT, Encore may, in its sole discretion, require CLIENT to (1) pay in cash an amount sufficient to cover the unpaid product price (including all related transportation, storage, and other costs to be charged to CLIENT), or (2) open and confirm an irrevocable commercial line of credit in favor of Encore for such unpaid product price. CLIENT shall bear and pay the full cost, including all banking charges, incurred in connection with the issuance, confirmation, and amendment of such letter of credit. The opening or confirmation of such letter of credit shall not discharge CLIENT's direct payment obligation to Encore.

Retention of Title

All products delivered to CLIENT shall remain the property of Encore, or if such retained title is not valid or enforceable under applicable law, Encore shall have and retain a security interest and lien in and against the products until Encore shall have received payment in full therefor from CLIENT. CLIENT agrees that it shall not transfer to any third party any interest in any products for which Encore has not been paid in full. Notwithstanding Encore's retained interest in the products, CLIENT shall bear all risk of loss or damage with respect to the products and shall be responsible for maintaining full replacement cost insurance for the products, at CLIENT's sole expense, until Encore shall have been paid in full for such products. Notwithstanding Encore's retained interest in any products, CLIENT shall be solely responsible and liable for any and all taxes, warehousing costs, storage costs, transportation costs, and other costs and liabilities associated with the products following delivery thereof by Encore. CLIENT agrees to execute any document deemed necessary or appropriate by Encore, in its sole discretion, to perfect or enforce the retained interest of Encore in the products.

Shipment and Delivery

Encore will process orders and work with its distributors to have product shipped based on product availability at the time of order placement in a timely manner. Encore and its distributors will ship products using a carrier of choice at the time of shipment. All products are shipped FOB Shipping Point, with risk of loss transferring to CLIENT at such point. For any products held subject to CLIENT's instructions, Encore may invoice before delivery, with risk of loss passing to CLIENT as of the invoice date. Standard shipping charges are generally included in the price; however, if expedited shipping is requested by CLIENT (orally or in writing), those charges will be invoiced to the CLIENT as a separate item. Delivery may, in Encore's discretion, be made in severable installments, and installment deliveries shall be accepted by CLIENT and paid for at contract prices and terms. All delivery dates are Encore's good faith estimates of shipping and are not guaranteed.

Defects and Claims

CLIENT shall examine all products with ten (10) days after receipt and shall promptly notify Encore of any alleged damage or nonconformity. CLIENT's use of the products shall be deemed acceptance as conforming to these Terms. All claims of any kind, nature, or description are barred and waived unless made in writing. CLIENT shall be deemed to have accepted the products, and any right to cancel, reject, or claim damages shall expire, unless CLIENT's written and particularized claim is received by Encore (1) within ten (10) days after receipt of products for all claims other than those for latent defects or (2) within ninety (90) days after receipt of products for a latent defect; provided, however, that in no case shall any claim be considered after products have been altered in any manner. After receipt of written notice of claimed defective products, CLIENT will make the products available to Encore. If Encore determines that a defect claim is valid, Encore may, at its sole option and election, (1) replace any defective products, (2) repair any defective products, or (3) accept return of any defective products and refund the purchase price to CLIENT. The foregoing constitutes CLIENT's exclusive remedy for any defective products.

Returned Materials Authorization

CLIENT must comply with Encore's Return Material Authorization ("RMA") Policy, as may be amended from time to time, with respect to all returns. Used product(s) will not be accepted as a return, and CLIENT will be charged shipping and handling for the return of any unused product(s). Product(s) returned after twenty (20) days of the original delivery date are subject to a 10% restocking fee to Encore plus any restocking fees or terms applied by the originating manufacturer and/or distributor.

Limited Warranties

Encore warrants that it will deliver good title to the products. EXCEPT FOR THE WARRANTIES IN THE PRECEDING SENTENCE, ENCORE MAKES NO OTHER WARRANTIES, AND ENCORE HEREBY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS, AND REPRESENTATIONS WITH RESPECT TO THE PRODUCTS, WHETHER EXPRESS OR IMPLIED, WHETHER CREATED BY CONTRACT OR BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. To the extent that standard manufacturer's warranties are offered for the products, CLIENT shall be entitled to seek warranty services from the product manufacturers in accordance with such warranties; provided, however, that Encore shall have no responsibility under such manufacturer's warranties.

Limitation of Liability

Encore's liability to CLIENT is limited to the correct of any defect in any products or services or, (i) with respect to products, refund of the purchase price and, (ii) with respect to services and Enboard software, refund of pro rata fees for period of defect in services or Enboard software), at Encore's sole option. WITHOUT LIMITING THE GENERALITY OF ANY OTHER PROVISION IN THESE TERMS LIMITING OR EXCLUDING THE LIABILITY OF ENCORE, THE DAMAGES RECOVERABLE BY CLIENT BASED ON ANY CLAIM OF ANY KIND WHATSOEVER (INCLUDING NEGLIGENCE) ARISING FROM OR IN ANY WAY CONNECTED TO THESE TERMS OR THE SALE OF PRODUCTS OR SERVICES BY ENCORE SHALL NOT BE GREATER THAN THE FEES PAID TO ENCORE UNDER THIS AGREEMENT DURING THE PRIOR TWELVE MONTHS FOR THE PRODUCTS OR SERVICES AND SOFTWARE THAT GIVE RISE TO THE CLAIM. IN NO EVENT SHALL ENCORE BE LIABLE FOR CLIENT'S OR

ANY THIRD PARTY'S SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES DUE TO LOSS OF USE, LOST PROFITS, LOSS OF GOODWILL, LATE DELIVERY, NONDELIVERY, DEFECTION CONDITION, OR USE OF THE PRODUCTS. No actions, regardless of the form, arising out of any sale of products or services may be brought by CLIENT more than one (1) year after the occurrence of the events that gave rise to the cause of actions. The pricing of all products and services is based upon this limitation of liability.

Default

CLIENT shall be in default and material breach of these Terms upon the occurrence of any of the following: (a) CLIENT's uncured breach or nonfulfillment of these Terms or any other contract with Encore; (b) CLIENT's failure to make timely payment to Encore for any installment of products or services; (c) CLIENT's failure to accept any installment of non-defective products; (d) CLIENT's insolvency, calling of a meeting of its creditors, or general assignment for the benefit of its creditors; or (e) commencement of bankruptcy, insolvency, reorganization, arrangement or similar proceedings concerning CLIENT (but, in the case of involuntary proceedings, only if not dismissed within thirty (30) days after commencement). In the event of any such default by CLIENT, Encore may, in addition to any other rights and remedies under applicable law, exercise any one or more of the following rights and remedies, which are intended to be cumulative and not mutually exclusive: (i) cancel any part of any purchase order or any other contract with CLIENT (with CLIENT liable for damages); (ii) defer any shipment under any purchase order or any other contract; (iii) declare immediately due and payable all outstanding invoices due to Encore; (iv) immediately repossess all or any part of products in transit or in the custody or control of CLIENT pursuant to these Terms or any other contract, at the sole risk and expense of CLIENT; (v) finish all or any portion of its performance of any orders for products or services and charge CLIENT the full purchase price, and (vi) re-sell all or any part of the products covered by any purchase order or any other contract, or any materials supplied, at public or private sale, with CLIENT responsible for all losses and expenses incurred in such sale.

Software License and Use of Software

The terms and conditions applicable to software provided with any products purchased are incorporated by reference into these Terms and shall be those stated on the applicable software license agreement or similar end-user license agreement for the software. CLIENT agrees that any software, technical and/or business information owned by Encore ("Information") or its suppliers or licensors and furnished to the CLIENT shall be and remain the property of Encore, or other party, respectively.

All software and Information furnished to CLIENT shall be used by CLIENT only to install, operate or maintain the product for which they were originally furnished; shall not be reproduced or copied, in whole or in part, except as necessary for authorized use; and shall, together with any copies except copies for CLIENT's archival purposes containing the business records, be returned or destroyed when no longer needed or permitted for use with the product for which they were initially furnished; and all software and information designated as "confidential" or "proprietary" shall be kept in confidence and no longer used except as may be required by state or federal law.

Parts Warranty and Software Maintenance

CLIENT is responsible for costs of all parts replacements and software maintenance either directly or indirectly through 'Third Party Maintenance Agreements' with the appropriate supplier or manufacturer as they may relate to the covered services or systems. ENCORE may manage the 'Third Party Maintenance Agreements' on behalf of CLIENT as defined in the Scope of Work issued by Encore.

Client Data

Any information and data provided by CLIENT to Encore and used by Encore directly or indirectly in the performance of services shall remain the property of CLIENT.

Encore shall take commercially reasonable precautions to preserve the security and integrity and prevent any corruption, loss, damage or destruction of CLIENT's data and information, as deemed appropriate in ENCORE's sole discretion. ENCORE shall take commercially reasonable measures to ensure that its staff complies with the precautions taken by ENCORE to preserve the security and integrity of CLIENT's data and information.

Upon completion of the services, Encore shall, when directed to do so by CLIENT, instruct all its agents and sub-contractors to, erase all information and data provided by CLIENT to Encore from Encore's production operating environment. CLIENT's data will be removed from Encore's backup systems when the backups age-out from the normal backup retention schedule. If not previously instructed to erase by CLIENT, Encore will have the right to delete CLIENT's data from the operating system at any time from and after thirty (30) days following completion of the services.

Disclaimer

Encore is not responsible for CLIENT's loss of data. CLIENT is responsible for maintaining current backups of all data. Any warranty or service contract does not cover virus infection of any CLIENT system. CLIENT will be billed for all work necessary for Encore to remove a virus.

Force Majeure

ENCORE will not be liable for any nonperformance or delays in delivery of products or performance of services due to events beyond its reasonable control, including without limitation, interruptions, omissions, malfunctions, delays, or errors of any communication system, telecommunication or similar carrier, or operational or computer system, acts of God, fire, flood, acts of war, acts of sovereign governments, terrorism, strikes, labor shortages (including unavailability of any subcontractors), labor disputes, shortage of material, and/or compliance with any regulation, order, or instruction of any governmental authority. ENCORE will use commercially reasonable

efforts to provide timely notice of the nature and extent of any delay to CLIENT, and ENCORE's performance shall be excused during any period of delay caused by such force majeure event beyond ENCORE's reasonable control.

Insurance

Encore will maintain, at its own expense, the following insurance coverage as evidenced by insurance certificates provided to CLIENT upon request.

- Worker's Compensation and Employer's Liability Policy: \$500,000 coverage per incident/bodily injury
- General Commercial Liability Policy: \$1,000,000 per incident/\$2,000,000 in aggregate

Assignment and Delegation

CLIENT may not assign or transfer, by operation of law or otherwise, any of its rights with respect to the sale of products or services by Encore to any third party without ENCORE's prior written consent. Any attempted assignment or transfer will be considered a violation of the foregoing and will be null and void. These Terms are not intended to be for the benefit of, and shall not be enforceable by, any person or entity other than CLIENT or the permitted assignees of CLIENT.

Confidentiality

Encore and CLIENT agree that any and all information identified by the other as "Confidential" and/or "Proprietary" will not be disclosed to any third party without the express written consent of such other party. The confidentiality obligations shall not apply to any information (i) which is or subsequently becomes available to the general public other than through a breach by the receiving party; (ii) which is already known to the receiving party before disclosure by the disclosing party; (iii) which is developed through the independent efforts of the receiving party; or (iv) which the receiving party rightfully receives from third parties without restriction as to use.

Governing Law

These Terms, and the terms and conditions of all sales of products or services by Encore, are governed by the substantive laws of the State of South Carolina, without regard to traditional conflict of laws principles.

Arbitration

Any controversy or claim arising out of or relating to these Terms or breach thereof, including any dispute as to arbitrability and/or the enforceability of this arbitration provision, shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, in Greenville, South Carolina. The arbitrator(s) may award injunctive relief, actual damages, attorneys' fees and costs as part of any award, but shall have no authority to award any penalties or special, consequential, punitive, or exemplary damages, or to alter or modify any express provision of these Terms, or to render any award which by its terms affects such a modification or alteration of these Terms. Judgment upon the award rendered by the arbitrator(s) shall be final and binding and may be entered in any court having jurisdiction thereof. Qualified arbitrators shall be mutually agreed upon by both parties in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

Attorneys' Fees

If Encore is the prevailing party, Encore will be entitled to recover reasonable attorneys' fees and other costs incurred by it in connection with any action, arbitration, or other proceeding concerning any controversy or claim arising out of or relating to these Terms or CLIENT's breach of these Terms.

Notices

All notices and similar communications shall be in the English language, in writing, and delivered by first-class, prepaid, registered U.S. mail or reputable express courier service.

Miscellaneous

Waivers, alterations, modifications, and amendments of any provision of these Terms shall not be binding unless such waiver, alteration, modification or amendment is in writing and signed by an authorized representative of both parties. The authorized representatives of Encore are solely the Chief Executive Officer, Chief Financial Officer, Chief Technology Officer, and the Vice President of Sales, and no other person shall have authority on behalf of Encore to waive, alter, modify, or amend any provision of these Terms. If any provision of these Terms is rendered invalid, the remaining provisions shall remain in full force and effect. Waiver of breach of these Terms shall not constitute waiver of another breach. Failing to enforce a provision of this Agreement shall not constitute a waiver or create an estoppel from enforcing such provision. The headings and captions of these Terms are inserted for reference convenience and do not define, limit or describe the scope or intent of these Terms or any particular section, paragraph, or provision. Encore may modify these Terms at any time in its sole discretion, and such modified Terms shall thereafter apply to all sales of products and/or services by Encore to CLIENT.

Indemnification

Purchaser agrees to indemnify, defend, and hold Encore harmless from and against any and all third party claims, demands, actions, losses, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) arising from or resulting from or in connection with this Agreement.

No Changes Without Encore's Written Authorization

Encore objects to and rejects any handwritten or other changes to this Agreement made by CLIENT unless such changes are initialed by Encore and the Agreement is countersigned by Encore with knowledge of the changes.

Notice to CLIENT

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE STATED ON THE PREVIOUS PAGES AND IN THE FOLLOWING APPENDICES. BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT. FURTHER, YOU AGREE THAT THIS IS THE COMPLETE STATEMENT OF THE AGREEMENT BETWEEN YOU AND ENCORE WHICH SUPERSEDES ALL OTHERS, ORAL OR WRITTEN, RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

Acceptance

By signing below the Both ENCORE and the CLIENT agree to the terms in the Agreement.

| | |
|-------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| Encore Technology Group, LLC 2000 Wade Hampton Blvd Suite 210 Greenville, SC 29615 | Sample Contract Agreement 123 Sample Drive Sample, USA 11776 |
| Encore Authorized Signature | Client Authorized Signature |
| Printed Name | Printed Name |
| Title | Title |
| Date | Date |

SAMPLE

Enboard Service Agreement – SAMPLE – Texas Specific

Due to Texas procurement laws and regulations, Encore worked with a Texas based attorney and has amended their normal Enboard Service Agreement to comply with local Texas requirements.

General Information

General

This Encore Software Solutions (“ESS”) Managed Service Agreement hereinafter referred to as the ‘Agreement’, between the parties identified below defines the terms and conditions for providing Enboard and the associated services described herein. Encore Technology Group, LLC shall be the Service Provider and custodian of this Agreement and responsible for its maintenance and revision throughout the term of service.

| Service Provider | CLIENT |
|---------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| Encore Technology Group, LLC 2000 Wade Hampton Boulevard Greenville, SC 29615 Hereinafter referred to as ‘ENCORE’ | Sample Contract Agreement 123 Sample Drive Sample, SC 29615-1776 Hereinafter referred to as ‘CLIENT’ |

Business Hours of Service

Encore’s regular business hours of service are Monday through Friday from 8:00 am to 5:00 pm EST. Encore’s business night & weekend hours of service are weekdays from 5:01 pm to 7:59 am EST, and all day on Saturday and Sunday.

Support Center Hours of Service

Encore’s Support Center’s regular hours of service are Monday through Friday from 7:00 am to 9:00 pm EST. Encore’s Support Center’s night & weekend hours of service are weekdays from 9:01 pm to 6:59 am EST, and all day on Saturday and Sunday.

Holidays

Encore considers the following days as holidays: New Year’s Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.

Terms and Conditions

All sales are exclusively subject to and conditioned upon the terms and conditions of sale posted at <http://www.encoretg.com/terms-and-conditions>, and any other additional or different terms are objected to and rejected unless Encore expressly agrees to them in a signed writing.

Encore Support Center

Request Support

The preferred method for initiating a support request is via our web page at <http://www.encoretg.com/support/support-center>. Complete and submit the form, and an Encore engineer will be assigned your ticket, and respond via email or phone within the appropriate response time. Alternatively, you reach the Encore Support Center during regular hours of service by phone calling (888) 983-6267, Option 1.

Remote Access

The CLIENT shall cooperate with Encore in attempting the most expedient and cost effective resolution available. The CLIENT grants and enables Remote Access permission for Encore authorized support personnel to attempt to evaluate and resolve Service Requests. Devices without remote access cannot be supported unless otherwise noted.

Issue Tracking and Reporting

Encore maintains an internal system for tracking service requests from our clients. Encore's Support Center generates a ticket upon CLIENT contact and the system allows us to track and measure the service request. Reports are generated and sent to the CLIENT's designated contact. Custom reports can be generated upon request with any additional details that are logged in the system.

Issue Escalation

We are continually trying to improve our Client experience and want to know when we don't meet expectations. If you have submitted a ticket and are not getting the service you expect, please escalate your issue in the order listed below:

| First Escalation | Second Escalation | Third Escalation |
|--------------------------------------------------------------------|------------------------------------------|---------------------------|
| Chris Schmidt Director of Cloud & Development Operations | Michael Knight President & CTO | Todd Newnam CEO |

Scope of Work

Scope

This Agreement is limited to the services defined under this section. Services shall be provided for the Term of Service, during Service Hours, and billed in accordance with the Service Payment Schedule.

Term of Service

This Agreement shall commence as of xx/xx/xx and remain in effect for xx months.

SAMPLE

Service Limitation

The services covered under this Agreement are limited to the support relating to Encore ESS Services. Services performed outside the terms of this agreement will be billed at Encore's standard hourly rates based upon the services performed. Some third-party software applications and network infrastructure may not be covered under this agreement and may require manufacturer support.

After Implementation, Encore-provided Annual Professional Services is limited to engaging in (10) Applications (can be SSO, EA and Resource Provisioning Combined) and (2) Account Provisioning Major changes (Ex. Authoritative Source Change, Additional SIS or HR Field Creations) annually (provided Subscription is Active). These changes are limited to Applications and/or Integrations that Encore has an existing Library (Macro, Assembly, Connection) for or is considered Common by Encore (Known/Well Documented Integration Information). Any changes required outside of the stated number per year for Common Applications will be billed at \$1,000 per SSO/EA Application and \$2,500 per ILM/Provisioning. Any requests for changes that include components, sources, destinations, etc. that are not listed in Encore's Existing Library or are considered Common by Encore will result in a Change Order, a Separate Scope and a separate line item billing for development.

Note: Client is NOT limited to making their own SSO Application Additions or Changes to the Platform once Client has completed Enboard Training. Client will not be charged additional fees for adding or changing their own Applications.

Managed Services

The managed services listed in the Service Payment Schedule below are included in this Agreement.

Service Level

This Agreement includes Encore's standard service level of support, which include the following:

- **Guaranteed Response Time** - All Service Requests related to this agreement warrant first response, evaluation, and/or attempted resolution via Phone and/or Remote Troubleshooting conducted by an Encore authorized support personnel within (4) business hours.
- **Remote Support Service** - Encore will provide unlimited hours of remote support service relating to Encore Software Solutions.

Agreement Termination

This Agreement may be terminated with or without cause by either ENCORE or CLIENT by giving 180 days' prior written notice to the other party. Termination of the Agreement will be effective on the date that is 180 days after receipt of such written notice, unless the parties otherwise agree in writing. Encore will continue to provide and be fully compensated for services until the effective date of termination of the Agreement.

Upon the effective date of termination of the Agreement by either party, unless otherwise agreed in writing by both parties, (a) ENCORE will immediately cease providing the services under the Agreement; and (b) CLIENT will pay ENCORE for all services performed prior to the effective date of termination of the Agreement.

Payment

Service Payment Schedule

Service Payment Schedule identifies the bill rates and terms for remittance for services rendered under this Agreement and throughout the Term of Service. Service Payment Schedule is provided herein. Additional taxes and fees may apply.

| Managed Service Description | Quantity | Amount |
|-----------------------------|----------|----------------|
| Enboard – Product | ## | \$0.00 |
| Enboard – Product | ## | \$0.00 |
| Enboard – Product | ## | \$0.00 |
| Enboard – Product | ## | \$0.00 |
| Enboard – Product | ## | \$0.00 |
| Total | | \$00.00 |

Note: For new implementations, Enboard subscription will be billed upon the project kick-off.

General Terms and Conditions

All sales of products and/or services made by Encore Technology Group, LLC ("Encore") to its Clients (each a "CLIENT") are subject to these terms and conditions, as amended from time to time (the "Terms"). CLIENT shall be deemed to have accepted these Terms by manifesting such acceptance by any of the following (i) CLIENT submitting a purchase order to Encore, (ii) CLIENT providing instructions or authorization regarding the sale of products and/or services (including instructions to bill and hold), (iii) CLIENT's acceptance of delivery of any products sold by Encore, (iv) CLIENT's paying for any products and/or services sold by Encore, or (v) CLIENT's indicating in some other manner CLIENT's acceptance of these Terms (including email authorization or email acceptance of an order by CLIENT), whichever comes first. Upon acceptance, CLIENT irrevocably agrees and commits to purchase the products and/or services in accordance with these Terms. These Terms prevail over any of CLIENT's general terms and conditions of purchase regardless of whether or when CLIENT has submitted its

purchase order or such terms. Fulfillment of CLIENT's order does not constitute acceptance of any of CLIENT's terms and conditions and does not serve to modify or amend these Terms. The terms on any purchase order or similar document submitted by CLIENT to Encore will have no effect on any of these Terms, unless such terms are in each case accepted in writing by Encore. Except for any written contract signed by Encore and CLIENT, ENCORE HEREBY OBJECTS TO AND REJECTS THE PROVISIONS OF ANY PURCHASE ORDER OR SIMILAR DOCUMENT SUBMITTED BY CLIENT THAT IS INCONSISTENT WITH OR IN ADDITION TO THESE TERMS, AND ENCORE'S OFFER AND OBLIGATION TO SELL PRODUCTS OR SERVICES IS EXPRESSLY CONDITIONED UPON CLIENT'S ACCEPTANCE OF THESE TERMS. CLIENT's Purchase Order is contract of payment, but, for the avoidance of doubt, the parties agree that any terms and conditions that might be included on such purchase order are null and void and the contract terms herein govern.

Entire Agreement

Unless Encore and CLIENT have entered into a written contract signed by both parties governing the sale of products and/or services by Encore, these Terms constitute the final and complete and exclusive statement of the terms of the agreement between Encore and CLIENT regarding the sale of products and services by Encore to CLIENT. These Terms supersede all prior or contemporaneous proposals, quotations, agreements, statements, understandings, communications, forecasts, samples, models, specifications, course of dealing and usage of trade, whether written or oral, none of which shall be part of the agreement between Encore and CLIENT. Notwithstanding anything in these Terms to the contrary, if a written contract signed by Encore and CLIENT is in existence governing the sale of products and/or services by Encore, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms. Where services are ordered, the terms of ENCORE's Standard Master Services Agreement and any related supplements or those of the third party vendor, as applicable, apply and are incorporated herein by reference.

No Reliance

CLIENT represents and warrants that it is not relying upon any representation of Encore not contained within these Terms, except as otherwise provided in a written agreement signed by both Encore and CLIENT governing the sale of products and/or services by Encore.

Availability

Product availability and product discontinuation are subject to change without notice.

Price

All prices are exclusive of any applicable import duties and tariffs, custom fees, export licensing fees, import or export taxes, federal, state, provincial, municipal, and other government taxes (such as sales, use, value added, and property taxes), and any other taxes or official charges, all of which are CLIENT's sole responsibility. All prices are subject to change without notice and are confirmed at time of order acceptance by Encore.

Taxes

CLIENT shall bear applicable federal, state, provincial, municipal and other government taxes (such as sales, use, value added, and property taxes). Exemption certificates, valid in the place of delivery, must be presented to Encore prior to shipment.

Credit and Payment Terms

Prior to placing an order, CLIENT's current account status must be in good standing. If CLIENT has not previously done business with Encore, then CLIENT must complete an Encore Credit Application and receive approval to be eligible for Net 30 credit terms. Encore has the right to decline to extend credit to CLIENT and to require that the applicable purchase price be paid prior to shipment. CLIENT shall promptly notify Encore of all changes to name, address, or if CLIENT sells a substantial portion of its assets. Encore shall have the right to limit, cancel, or change CLIENT's credit terms at any time in its sole discretion.

Unless Encore requires that payment be made prior to shipment of products or rendering of services, all invoices are due and payable in full in U.S. Dollars within thirty (30) days of the invoice date for products (and the invoice date will be no later than the date of delivery), and within thirty (30) days of the invoice date for all services rendered during the preceding month. Payment will be made via check, wire, or ACH unless otherwise agreed in writing by Encore. All payments shall be due and payable without offset, discount (unless explicitly provided for in writing by Encore), or any reduction in price, without deduction for any currency exchange or conversion, and without deduction for any taxes or duties levied by any governmental authority. Any payment received from or for the account of CLIENT may be accepted and applied by Encore against any indebtedness owed by CLIENT to Encore, as shown on the books and records of Encore, regardless of any statement by CLIENT referring to or accompanying such payment. CLIENT agrees to pay late payment charges on any payment that is not made when due. The late payment charge rate shall be the lesser of (1) 2% per month or any portion thereof (24% annually), or (2) the maximum amount permitted by law. Encore will be entitled to recover reasonable attorneys' fees and other costs incurred by it in connection with any action or proceeding to collect any payment due from CLIENT and court fees. If CLIENT fails to pay any invoice when due or otherwise breaches these Terms, Seller may, at its option, withhold shipment of any order for which Encore has extended credit to CLIENT. In addition, Encore shall have the right to limit or cancel CLIENT's credit terms at any time in its sole discretion and, as a condition to Encore's obligation to deliver products to CLIENT, Encore may, in its sole discretion, require CLIENT to (1) pay in cash an amount sufficient to cover the unpaid product price (including all related transportation, storage, and other costs to be charged to CLIENT), or (2) open and confirm an irrevocable commercial line of credit in favor of Encore for such unpaid product price. CLIENT shall bear and pay the full cost, including all banking charges, incurred in connection with the issuance, confirmation, and amendment of such letter of credit. The opening or confirmation of such letter of credit shall not discharge CLIENT's direct payment obligation to Encore.

Retention of Title

All products delivered to CLIENT shall remain the property of Encore, or if such retained title is not valid or enforceable under applicable law, Encore shall have and retain a security interest and lien in and against the products until Encore shall have received payment in full therefor from CLIENT. CLIENT agrees that it shall not transfer to any third party any interest in any products for which Encore has not been paid in full. Notwithstanding Encore's retained interest in the products, CLIENT shall bear all risk of loss or damage with respect to the products and shall be responsible for maintaining full replacement cost insurance for the products, at CLIENT's sole expense, until Encore shall have been paid in full for such products. Notwithstanding Encore's retained interest in any products, CLIENT shall be solely responsible and liable for any and all taxes, warehousing costs, storage costs, transportation costs, and other costs and liabilities associated with the products following delivery thereof by Encore. CLIENT agrees to execute any document deemed necessary or appropriate by Encore, in its sole discretion, to perfect or enforce the retained interest of Encore in the products.

Shipment and Delivery

Encore will process orders and work with its distributors to have product shipped based on product availability at the time of order placement in a timely manner. Encore and its distributors will ship products using a carrier of choice at the time of shipment. All products are shipped FOB Shipping Point, with risk of loss transferring to CLIENT at such point. For any products held subject to CLIENT's instructions, Encore may invoice before delivery, with risk of loss passing to CLIENT as of the invoice date. Standard shipping charges are generally included in the price; however if expedited shipping is requested by CLIENT (orally or in writing), those charges will be invoiced to the CLIENT as a separate item. Delivery may, in Encore's discretion, be made in severable installments, and installment deliveries shall be accepted by CLIENT and paid for at contract prices and terms. All delivery dates are Encore's good faith estimates of shipping and are not guaranteed.

Defects and Claims

CLIENT shall examine all products with ten (10) days after receipt and shall promptly notify Encore of any alleged damage or nonconformity. CLIENT's use of the products shall be deemed acceptance as conforming to these Terms. All claims of any kind, nature, or description are barred and waived unless made in writing. CLIENT shall be deemed to have accepted the products, and any right to cancel, reject, or claim damages shall expire, unless CLIENT's written and particularized claim is received by Encore (1) within ten (10) days after receipt of products for all claims other than those for latent defects or (2) within ninety (90) days after receipt of products for a latent defect; provided, however, that in no case shall any claim be considered after products have been altered in any manner. After receipt of written notice of claimed defective products, CLIENT will make the products available to Encore. If Encore determines that a defect claim is valid, Encore may, at its sole option and election, (1) replace any defective products, (2) repair any defective products, or (3) accept return of any defective products and refund the purchase price to CLIENT. The foregoing constitutes CLIENT's exclusive remedy for any defective products.

Returned Materials Authorization

CLIENT must comply with Encore's Return Material Authorization ("RMA") Policy, as may be amended from time to time, with respect to all returns. Used product(s) will not be accepted as a return, and CLIENT will be charged shipping and handling for the return of any unused product(s). Product(s) returned after twenty (20) days of the original delivery date are subject to a 10% restocking fee to Encore plus any restocking fees or terms applied by the originating manufacturer and/or distributor.

Limited Warranties

Encore warrants that it will deliver good title to the products. EXCEPT FOR THE WARRANTIES IN THE PRECEDING SENTENCE, ENCORE MAKES NO OTHER WARRANTIES, AND ENCORE HEREBY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS, AND REPRESENTATIONS WITH RESPECT TO THE PRODUCTS, WHETHER EXPRESS OR IMPLIED, WHETHER CREATED BY CONTRACT OR BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. To the extent that standard manufacturer's warranties are offered for the products, CLIENT shall be entitled to seek warranty services from the product manufacturers in accordance with such warranties; provided, however, that Encore shall have no responsibility under such manufacturer's warranties.

Limitation of Liability

Encore's liability to CLIENT is limited to the correct of any defect in any products or services or, (i) with respect to products, refund of the purchase price and, (ii) with respect to services and Enboard software, refund of pro rata fees for period of defect in services or Enboard software), at Encore's sole option. WITHOUT LIMITING THE GENERALITY OF ANY OTHER PROVISION IN THESE TERMS LIMITING OR EXCLUDING THE LIABILITY OF ENCORE, THE DAMAGES RECOVERABLE BY CLIENT BASED ON ANY CLAIM OF ANY KIND WHATSOEVER (INCLUDING NEGLIGENCE) ARISING FROM OR IN ANY WAY CONNECTED TO THESE TERMS OR THE SALE OF PRODUCTS OR SERVICES BY ENCORE SHALL NOT BE GREATER THAN THE FEES PAID TO ENCORE UNDER THIS AGREEMENT DURING THE PRIOR TWELVE MONTHS FOR THE PRODUCTS OR SERVICES AND SOFTWARE THAT GIVE RISE TO THE CLAIM. IN NO EVENT SHALL ENCORE BE LIABLE FOR CLIENT'S OR ANY THIRD PARTY'S SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES DUE TO LOSS OF USE, LOST PROFITS, LOSS OF GOODWILL, LATE DELIVERY, NONDELIVERY, DEFECTIVE CONDITION, OR USE OF THE PRODUCTS. No actions, regardless of the form, arising out of any sale of products or services may be brought by CLIENT more than one (1) year after the occurrence of the events that gave rise to the cause of actions. The pricing of all products and services is based upon this limitation of liability.

Default

CLIENT shall be in default and material breach of these Terms upon the occurrence of any of the following: (a) CLIENT's uncured breach or nonfulfillment of these Terms or any other contract with Encore; (b) CLIENT's failure to make timely payment to Encore for any installment of products or services; (c) CLIENT's failure to accept any installment of non-defective products; (d) CLIENT's insolvency, calling of a meeting of its creditors, or general assignment for the benefit of its creditors; or (e) commencement of bankruptcy, insolvency, reorganization, arrangement or similar proceedings concerning CLIENT (but, in the case of involuntary proceedings, only if not dismissed within thirty (30) days after commencement). In the event of any such default by CLIENT, Encore may, in addition to any other rights and remedies under applicable law, exercise any one or more of the following rights and remedies, which are intended to be cumulative and not mutually exclusive: (i) cancel any part of any purchase order or any other contract with CLIENT (with CLIENT liable for damages); (ii) defer any shipment under any purchase order or any other contract; (iii) declare immediately due and payable all outstanding invoices due to Encore; (iv) immediately repossess all or any part of products in transit or in the custody or control of CLIENT pursuant to these Terms or any other contract, at the sole risk and expense of CLIENT; (v) finish all or any portion of its performance of any orders for products or services and charge CLIENT the full purchase price, and (vi) re-sell all or any part of the products covered by any purchase order or any other contract, or any materials supplied, at public or private sale, with CLIENT responsible for all losses and expenses incurred in such sale.

Software License and Use of Software

The terms and conditions applicable to software provided with any products purchased are incorporated by reference into these Terms and shall be those stated on the applicable software license agreement or similar end-user license agreement for the software.

CLIENT agrees that any software, technical and/or business information owned by Encore ("Information") or its suppliers or licensors and furnished to the CLIENT shall be and remain the property of Encore, or other party, respectively.

All software and Information furnished to CLIENT shall be used by CLIENT only to install, operate or maintain the product for which they were originally furnished; shall not be reproduced or copied, in whole or in part, except as necessary for authorized use; and shall, together with any copies except copies for CLIENT's archival purposes containing the business records, be returned or destroyed when no longer needed or permitted for use with the product for which they were initially furnished; and all software and information designated as "confidential" or "proprietary" shall be kept in confidence and no longer used except as may be required by state or federal law.

Parts Warranty and Software Maintenance

CLIENT is responsible for costs of all parts replacements and software maintenance either directly or indirectly through 'Third Party Maintenance Agreements' with the appropriate supplier or manufacturer as they may relate to the covered services or systems. ENCORE may manage the 'Third Party Maintenance Agreements' on behalf of CLIENT as defined in the Scope of Work issued by Encore.

Client Data

Any information and data provided by CLIENT to Encore and used by Encore directly or indirectly in the performance of services shall remain the property of CLIENT.

Encore shall take commercially reasonable precautions to preserve the security and integrity and prevent any corruption, loss, damage or destruction of CLIENT's data and information, as deemed appropriate in ENCORE's sole discretion. ENCORE shall take commercially reasonable measures to ensure that its staff complies with the precautions taken by ENCORE to preserve the security and integrity of CLIENT's data and information.

Upon completion of the services, Encore shall, when directed to do so by CLIENT, instruct all its agents and sub-contractors to, erase all information and data provided by CLIENT to Encore from Encore's production operating environment. CLIENT's data will be removed from Encore's backup systems when the backups age-out from the normal backup retention schedule. If not previously instructed to erase by CLIENT, Encore will have the right to delete CLIENT's data from the operating system at any time from and after thirty (30) days following completion of the services.

Disclaimer

Encore is not responsible for CLIENT's loss of data. CLIENT is responsible for maintaining current backups of all data. Any warranty or service contract does not cover virus infection of any CLIENT system. CLIENT will be billed for all work necessary for Encore to remove a virus.

Force Majeure

ENCORE will not be liable for any nonperformance or delays in delivery of products or performance of services due to events beyond its reasonable control, including without limitation, interruptions, omissions, malfunctions, delays, or errors of any communication system, telecommunication or similar carrier, or operational or computer system, acts of God, fire, flood, acts of war, acts of sovereign governments, terrorism, strikes, labor shortages (including unavailability of any subcontractors), labor disputes, shortage of material, and/or compliance with any regulation, order, or instruction of any governmental authority. ENCORE will use commercially reasonable efforts to provide timely notice of the nature and extent of any delay to CLIENT, and ENCORE's performance shall be excused during any period of delay caused by such force majeure event beyond ENCORE's reasonable control.

Insurance

Encore will maintain, at its own expense, the following insurance coverage as evidenced by insurance certificates provided to CLIENT upon request.

- Worker's Compensation and Employer's Liability Policy: \$500,000 coverage per incident/bodily injury
- General Commercial Liability Policy: \$1,000,000 per incident/\$2,000,000 in aggregate

Assignment and Delegation

CLIENT may not assign or transfer, by operation of law or otherwise, any of its rights with respect to the sale of products or services by Encore to any third party without ENCORE's prior written consent. Any attempted assignment or transfer will be considered a violation of the foregoing and will be null and void. These Terms are not intended to be for the benefit of, and shall not be enforceable by, any person or entity other than CLIENT or the permitted assignees of CLIENT.

Confidentiality

Encore and CLIENT agree that the terms of this Agreement any and all information identified by the other as "Confidential" and/or "Proprietary" will not be disclosed to any third party without the express written consent of such other party. The confidentiality obligations shall not apply to any information (i) which is or subsequently becomes available to the general public other than through a breach by the receiving party; (ii) which is already known to the receiving party before disclosure by the disclosing party; (iii) which is developed through the independent efforts of the receiving party; or (iv) which the receiving party rightfully receives from third parties without restriction as to use.

Governing Law

These Terms, and the terms and conditions of all sales of products or services by Encore, are governed by the substantive laws of the State of Texas, without regard to traditional conflict of laws principles.

Attorneys' Fees

If Encore is the prevailing party, Encore will be entitled to recover reasonable attorneys' fees and other costs incurred by it in connection with any action, arbitration, or other proceeding concerning any controversy or claim arising out of or relating to these Terms or CLIENT's breach of these Terms.

Notices

All notices and similar communications shall be in the English language, in writing, and delivered by first-class, prepaid, registered U.S. mail or reputable express courier service.

Miscellaneous

Waivers, alterations, modifications, and amendments of any provision of these Terms shall not be binding unless such waiver, alteration, modification or amendment is in writing and signed by an authorized representative of both parties. The authorized representatives of Encore are solely the Chief Executive Officer, Chief Financial Officer, Chief Technology Officer, and the Vice President of Sales, and no other person shall have authority on behalf of Encore to waive, alter, modify, or amend any provision of these Terms. If any provision of these Terms is rendered invalid, void or unenforceable, the remaining provisions shall remain in full force and effect. Waiver of breach of these Terms shall not constitute waiver of another breach. Failing to enforce a provision of this Agreement shall not constitute a waiver or create an estoppel from enforcing such provision. The headings and captions of these Terms are inserted for reference convenience and do not define, limit or describe the scope or intent of these Terms or any particular section, paragraph, or provision. Encore may modify these Terms at any time in its sole discretion, and such modified Terms shall thereafter apply to all sales of products and/or services by Encore to CLIENT.

Indemnification

Purchaser agrees to indemnify, defend, and hold Encore harmless from and against any and all third party claims, demands, actions, losses, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) arising from or resulting from or in connection with this Agreement, to the extent of Texas state law.

No Changes Without Encore's Written Authorization

Encore objects to and rejects any handwritten or other changes to this Agreement made by CLIENT unless such changes are initialed by Encore and the Agreement is countersigned by Encore with knowledge of the changes.

Notice to CLIENT

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE STATED ON THE PREVIOUS PAGES AND IN THE FOLLOWING APPENDICES. BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT. FURTHER, YOU AGREE THAT THIS IS THE

COMPLETE STATEMENT OF THE AGREEMENT BETWEEN YOU AND ENCORE WHICH SUPERSEDES ALL OTHERS, ORAL OR WRITTEN, RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

Acceptance

By signing below the Both ENCORE and the CLIENT agree to the terms in the Agreement.

| | |
|-------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| Encore Technology Group, LLC 2000 Wade Hampton Blvd Suite 210 Greenville, SC 29615 | Sample Contract Agreement 123 Sample Drive Sample, USA 11776 |
| Encore Authorized Signature | Client Authorized Signature |
| Printed Name | Printed Name |
| Title | Title |
| Date | Date |

SAMPLE

CloudServices

<http://www.encoretg.com/cloud-services>

The cloud. Chances are you use it every day with communication applications like Gmail and Skype, media services like Amazon and YouTube, and social media channels like Facebook, Twitter and LinkedIn. These and many other cloud-based web applications are accessible from any computer, smartphone, tablet or other device that has a browser and an Internet connection.

While some cloud services are provided as application hosting and delivery solutions, others fill IT infrastructure voids. Cloud services have had c-suite executives and tech leaders taking notice in recent years because they have been proven as a viable alternative to onsite solutions.

With CloudServices you can...

- ★ Leverage “always on” cloud-based application and infrastructure delivery services.
- ★ Achieve major economies of scale in computing environments with minimal investment.
- ★ Tap into lower-cost information technology options that you don’t have to manage.
- ★ Shift a variety of traditional costs from capital expenditures to operational expenditures.
- ★ Pay for only what you use in the cloud and leverage unlimited, on-demand scalability.
- ★ Provide universal, browser-based access to applications delivered via the cloud.
- ★ More effectively utilize your existing IT infrastructure and other physical resources.
- ★ Allow your IT team to focus on more strategic technology initiatives.

We offer a growing portfolio of cloud services.

Today, our cloud services portfolio includes a variety of infrastructure and application delivery solutions, and we are continually expanding our portfolio in line with industry trends and clients’ needs. It is important to note that, for every cloud-based solution we offer, we can also design and deploy an on-premise version of the same solution. For example, we can provide the hardware, software and services required to build and maintain an onsite message archival solution for you, or you can use our CloudArchive solution. In either case, we start by learning about your specific requirements and helping you navigate the various options.

CloudAccess. Ensure high availability of your system resources. CloudAccess provides a failsafe for your active directory. In our cloud, we replicate and host your active directory, with real-time updates. If your directory connectivity is interrupted, users will still be able to access enterprise systems, applications and data through the mirrored site.

CloudArchive. Message archival for onsite and cloud-based solutions. CloudArchive is integrated into your message transport loop to capture and archive e-mails and messages during transmission – in their true, original form. All retention and disposition schedules are based on your unique governing regulations. The archive, which is hosted in the cloud and is only admin-accessible, meets all e-discovery and regulatory compliance standards.

CloudFilter. Extensive and flexible e-mail filtering services. CloudFilter, integrated into your message transport loop, scans each and every message and meets all compliance requirements. It not only performs advanced antivirus and anti-phishing filtering for all messages-in-transit, but it also provides for custom filters. Implement your own specific policies for message, attachment and image content – or we can implement them for you.

CloudSupport. An extension of our managed services offering. CloudSupport is a collection of administrative and end user tools that enables Encore Technology Group support team members to quickly assess and respond to clients' support requests. It is designed to enhance our support services for all onsite and cloud-based solutions.

CloudVoice. Telephony grows up with our VoIP solution. CloudVoice replaces outdated phone systems and moves most of your technical requirements into our cloud. A low setup and activation fee, followed by predictable and manageable monthly service fees, gets you reliable VoIP, and all-you-can-consume local and domestic long distance calls.

Office 365. Even Office, the de facto standard in traditional desktop software, has moved in part to the web. We're a Microsoft Gold Partner. We design, deploy and support Office 365 implementations. We also frequently combine Office 365 with other cloud services, resulting in turnkey solutions for user productivity, collaboration and communication.

We Invest Heavily in Our Infrastructure

At Encore Technology Group, we're committed to delivering an ever-growing portfolio of cloud services and supporting the increasing demand for our services among clients moving from an on-premise IT model to a cloud-centric IT model. With this commitment comes investment. We have invested heavily in the build-out of our network infrastructure on a national scale. We own and operate the network infrastructure, which serves as the backbone of our entire cloud services portfolio, and we've taken special care to ensure that it's robust, reliable and secure.

Our infrastructure consists of best-in-class hardware and software, together with impenetrable, high-speed network connections. Full redundancy has been built into every system and into each data center, allowing for the rapid rerouting of all data and applications between our facilities in the unlikely event of a failure. We also designed our infrastructure with maximum flexibility and scalability, and we're able to pass these benefits on to you with our "pay-as-you-grow" services.

The network infrastructure supporting our cloud services portfolio spans multiple geographically dispersed, carrier-class data centers. Each climate-controlled facility is protected by state-of-the-art security systems, which provide video surveillance and restrict building access, as well as fire detection, suppression and rapid-response systems. And each data center's electrical systems architecture includes multiple power feeds, backup power supplies and diesel generators.

Encore Professional Design and Implementation Services

System Design

Encore designs cloud computing solutions to support diverse business requirements. Based on a thorough needs analysis of your organization, our system architects design a solution that attains the defined goals and delivers maximum value. From hosting a single SaaS application to supporting a massive enterprise IaaS strategy, Encore engineers can design an effective CloudAccess solution for your needs.

Implementation

Encore's implementation methodology enables a seamless transition to the new solution. Issues surrounding accessibility, security, availability/business continuity, customization, scalability, systems and user support, and administration are considered, and an effective strategy that ensures success is defined and executed.

Encore SmartAlert Monitoring

SmartAlert Monitoring Services

Device and System Monitoring, and Custom Alerting. If Service Package selection includes Monitoring Services the CLIENT must permit the installation and operation of a Network Probe and any necessary re-configuration of monitored Devices and Systems to permit effective management. Probe shall communicate directly and securely with ENCORE's centralized Management System. CLIENT may access the portion of the Management System that relates to their own Devices and Systems thru a secure logon if desired but are not permitted to make changes to the Management System itself. In addition, CLIENT may identify recipients for Alerts. Full requirements for Monitoring Services shall be provided under separate cover with specific devices to be monitored determined during agreement kickoff phase. This agreement applies only to monitoring, research and resolution of generated alerts will be billed under a separate support agreement or at ENCORE's standard support rates.

Service Level Notes

This Agreement includes Encore's standard service level of support, which include the following:

- ★ Guaranteed Response Time - All Service Requests related to this agreement warrant first response, evaluation, and/or attempted resolution via Phone and/or Remote Troubleshooting conducted by an Encore authorized support personnel within (4) business hours.
- ★ Support requests are not covered under this agreement. If necessary, any requests for remote or onsite support will be quoted and billed separately.

Encore CloudArchiving

<http://www.encoretg.com/cloud-services/cloudarchive>

There are many reasons to archive your company's email messages – compliance mandates, protection against legal liability, retrieval of important communications, optimization of computing infrastructure, and more. Encore CloudArchive is a powerful message archiving solution that accomplishes each of those goals while delivering a hard dollar return on investment through reduction in IT infrastructure and resource costs. Easy to implement, manage, and access, CloudArchive is hosted and maintained by Encore in our highly available and secure data centers so that your entire email history is always just a click away from any mobile or deskbound device.

Encore CloudArchive is an enterprise-level solution that scales to meet any requirement and includes every feature of the most expensive systems to deliver the most bang for the least bucks.

Complete Message Archiving

CloudArchive captures all inbound and outbound email content regardless of message volume, file size, or number of users. Indexed data includes message subject, body content, attachments, and folder information, as well as user calendars, contacts and scheduled tasks.

Optimized Data Storage

Through advanced compression and deduplication technologies, CloudArchive reduces email storage requirements 85%. Find and retrieve messages faster, respond quickly to e-discovery requests, and meet compliance requirements easily.

Replicated Folder Management

Your folder structure is retained so navigation of the archive is intuitive. Every folder can be seen and searched using the Web-based user interface or a synchronized Outlook add-in.

Enabled User Access

Choose your device – IOS and Android mobile platforms are supported in addition to devices on tertiary networks. Users can stub messages and restore stubbed attachments.

Personalized Policy Management

Administrators are empowered with customizable retention policies and role-based user access that automate archive scheduling, manage stubbing, and enforce email content standards.

Compatible with Popular Email Apps

Use CloudArchive with leading email applications including Microsoft Exchange, Office 365, GoogleMail, IBM Lotus Notes, and Novell GroupWise.

Worry-free Compliance

CloudArchive provides comprehensive compliance with all government regulations, including PCI DSS, HIPAA, and FINRA mandates.

Encore CloudAccess

<http://www.encoretg.com/cloud-services/cloudaccess>

Encore operates and maintains a powerful and secure cloud computing capability in redundant US data centers for the service and support of client applications and data storage as well as Encore-delivered SaaS solutions.

Encore CloudAccess computing power and expert professional services combined with the proven solutions of our business partner, Microsoft, deliver a formidable value proposition for IT managers struggling to do more with less. Add up the value of these benefits, and it's easy to see how CloudAccess returns its initial investment quickly:

- ★ Eliminate the capital expense to support business systems in-house.
- ★ Eliminate the distraction of resources from core business goals to support business systems in-house.
- ★ Quit worrying about viruses and malware; it's mostly our problem.
- ★ Capture economies of scale otherwise unattainable to lower costs and increase performance.
- ★ Disaster recovery and compliance data archival included in the core CloudAccess solution suite.
- ★ Extends always-available Microsoft Active Directory access to Office 365 and other ADFS business apps
- ★ Support a private-cloud enterprise IaaS strategy to attain maximum value from the cloud.
- ★ Pay-as-you-go pricing model that delivers consistent ROI.

Encore operates redundant high-capacity, secure data centers in the US and offers high-availability hosting services to support the software-as-a-solution business solutions we design, implement, deliver, and support for clients. Third-party applications delivered as part of the Encore solution and client-provided applications migrated from existing servers are also supported to complete the comprehensive outsourced Encore data center solution. With Encore, clients focus on their core business assured that critical business systems are always available at any scale, secure from any threat, and maintained cost effectively.

Encore offers outsourced cloud computing services as an IAAS platform solution that locates our clients' enterprise business applications and data storage on CloudAccess. Encore performs system design, implementation, migration, and support functions, including user Help Desk support, to provide:

- ★ System Availability
- ★ System Performance
- ★ Security and Malware Protection
- ★ Disaster Recovery
- ★ Business Continuity
- ★ Data Archive

Encore CloudFilter

Encore CloudFilter is a comprehensive email governance and security solution that protects in/out bound messages from spam, viruses, worms, phishing and denial of service attacks while empowering your email administrators with granular policy management, real-time visibility, and massive volume/huge file capacity.

Office 365 Migration

<http://www.encoretg.com/cloud-services/office-365>

Microsoft Office is the de facto productivity tool used by corporate America. Proficiency in its use is a minimum requirement for most knowledge workers, and new graduates would be at a disadvantage in the job market without those skills. Office 365 is a hosted, cloud-based version of the solution that lowers the total cost of ownership for schools, government, and small-to-mid-sized businesses.

Encore Technology Group, a Microsoft Gold Partner, provides sales, licensing, and technical support to design, implement, and support Office 365 installations and has integrated complimentary solutions for high availability, message archiving, and email security with Office 365 to offer a complete turnkey solution for office productivity, collaboration, and communications.

Google Migration is also available from Encore upon request.

CloudServices Agreement – SAMPLE

General

This Encore CloudServices Agreement hereinafter referred to as the 'Agreement', between the parties identified below defines the terms and conditions for providing Enboard and the associated services described herein. Encore Technology Group, LLC shall be the Service Provider and custodian of this Agreement and responsible for its maintenance and revision throughout the term of service.

| Service Provider | CLIENT |
|---------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
| Encore Technology Group, LLC 2000 Wade Hampton Boulevard Greenville, SC 29615 Hereinafter referred to as 'ENCORE' | Sample Contract Agreement 123 Sample Drive Sample, SC 29615 Hereinafter referred to as 'CLIENT' |

Business Hours of Service

Encore's regular business hours of service are Monday through Friday from 8:00 am to 5:00 pm EST. Encore's business night & weekend hours of service are weekdays from 5:01 pm to 7:59 am EST, and all day on Saturday and Sunday.

Support Center Hours of Service

Encore's Support Center's regular hours of service are Monday through Friday from 7:00 am to 9:00 pm EST. Encore's Support Center's night & weekend hours of service are weekdays from 9:01 pm to 6:59 am EST, and all day on Saturday and Sunday.

Holidays

Encore considers the following days as holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.

Terms and Conditions

All sales are exclusively subject to and conditioned upon the terms and conditions of sale posted at <http://www.encoretg.com/terms-and-conditions>, and any other additional or different terms are objected to and rejected unless Encore expressly agrees to them in a signed writing.

Encore Support Center

Request Support

The preferred method for initiating a support request is via our web page at <http://www.encoretg.com/support/support-center>. Complete and submit the form, and an Encore engineer will be assigned your ticket, and respond via email or phone within the appropriate response time. Alternatively, you reach the Encore Support Center during regular hours of service by phone calling (888) 983-6267, Option 1.

Remote Access

The CLIENT shall cooperate with Encore in attempting the most expedient and cost effective resolution available. The CLIENT grants and enables Remote Access permission for Encore authorized support personnel to attempt to evaluate and resolve Service Requests. Devices without remote access cannot be supported unless otherwise noted.

Issue Tracking and Reporting

Encore maintains an internal system for tracking service requests from our clients. Encore's Support Center generates a ticket upon CLIENT contact and the system allows us to track and measure the service request. Reports are generated and sent to the CLIENT's designated contact. Custom reports can be generated upon request with any additional details that are logged in the system.

Issue Escalation

We are continually trying to improve our Client experience and want to know when we don't meet expectations. If you have submitted a ticket and are not getting the service you expect, please escalate your issue in the order listed below:

| First Escalation | Second Escalation | Third Escalation |
|--------------------------------------------------------------------|------------------------------------------|---------------------------|
| Chris Schmidt Director of Cloud & Development Operations | Michael Knight President & CTO | Todd Newnam CEO |

Scope of Work

Scope

This Agreement is limited to the services defined under this section. Services shall be provided for the Term of Service, during Service Hours, and billed in accordance with the Service Payment Schedule.

Term of Service

This Agreement shall commence as of <XX/XX/XXXX> and remain in effect for <##> months. **SAMPLE**

Service Limitation

The services covered under this Agreement are limited to the support relating to Encore CloudServices. Services performed outside the terms of this agreement will be billed at Encore's standard hourly rates based upon the services performed. Some third-party software applications and network infrastructure may not be covered under this agreement and may require manufacturer support.

Managed Services

This will include a brief explanation of the services this agreement specifically covers.

Service Level

This Agreement includes Encore's standard service level of support, which include the following:

- **Guaranteed Response Time** - All Service Requests related to this agreement warrant first response, evaluation, and/or attempted resolution via Phone and/or Remote Troubleshooting conducted by an Encore authorized support personnel within (4) business hours.

*Support service requests are not covered under this agreement. If necessary, any requests for onsite or remote support will be quoted and billed separately.

Agreement Termination

This Agreement may be terminated with or without cause by either ENCORE or CLIENT by giving 90 days' prior written notice to the other party. Termination of the Agreement will be effective on the date that is 90 days after receipt of such written notice, unless the parties otherwise agree in writing. Encore will continue to provide and be fully compensated for services until the effective date of termination of the Agreement.

In addition, in the event that CLIENT terminates the Agreement for any reason, CLIENT agrees to pay a Termination Fee in a lump sum to ENCORE equal to (1) 100% of total payments which would otherwise be due from CLIENT to ENCORE with respect to the period beginning on the effective date of termination of the Agreement and ending on the one year anniversary of the date of the Agreement (the "One Year Anniversary"), if applicable; plus (2) 75% of the total payments which would otherwise be due from CLIENT to ENCORE with respect to the period beginning on the One Year Anniversary and ending on the expiration date of Agreement, if applicable. The parties agree that the Termination Fee is a reasonable estimate of the actual loss of income that ENCORE will suffer as a result of termination of the Agreement by CLIENT; the amount of actual loss cannot be precisely measured and would be difficult or impossible to determine; and the Termination Fee is not intended to and does not constitute a forfeiture or penalty or other method to compel performance.

Upon the effective date of termination of the Agreement by either party, unless otherwise agreed in writing by both parties, (a) ENCORE will immediately cease providing the services under the Agreement; (b) CLIENT will pay ENCORE for all services performed prior to the effective date of termination of the Agreement; and (c) CLIENT will pay ENCORE any applicable Termination Fee.

Payment

Service Payment Schedule

Service Payment Schedule identifies the bill rates and terms for remittance for services rendered under this Agreement and throughout the Term of Service. Service Payment Schedule is provided herein. Additional taxes and fees may apply.

| Managed Service Description | Quantity | Amount |
|-----------------------------|----------|----------------|
| CloudServices – Product | ## | \$0.00 |
| CloudServices – Product | ## | \$0.00 |
| CloudServices – Product | ## | \$0.00 |
| CloudServices – Product | ## | \$0.00 |
| CloudServices – Product | ## | \$0.00 |
| Total | | \$00.00 |

General Terms and Conditions

All sales of products and/or services made by Encore Technology Group, LLC ("Encore") to its Clients (each a "CLIENT") are subject to these terms and conditions, as amended from time to time (the "Terms"). CLIENT shall be deemed to have accepted these Terms by manifesting such acceptance by any of the following (i) CLIENT submitting a purchase order to Encore, (ii) CLIENT providing instructions or authorization regarding the sale of products and/or services (including instructions to bill and hold), (iii) CLIENT's acceptance of delivery of any products sold by Encore, (iv) CLIENT's paying for any products and/or services sold by Encore, or (v) CLIENT's indicating in some other manner CLIENT's acceptance of these Terms (including email authorization or email acceptance of an order by CLIENT), whichever comes first. Upon acceptance, CLIENT irrevocably agrees and commits to purchase the products and/or services in accordance with these Terms. These Terms prevail over any of CLIENT's general terms and conditions of purchase regardless of whether or when CLIENT has submitted its purchase order or such terms. Fulfillment of CLIENT's order does not constitute acceptance of any of CLIENT's terms and conditions and does not serve to modify or amend these Terms. The terms on any purchase order or similar document submitted by CLIENT to Encore will have no effect on any of these Terms, unless such terms are in each case accepted in writing by Encore. Except for any written contract signed by Encore and CLIENT, ENCORE HEREBY OBJECTS TO AND REJECTS THE PROVISIONS OF ANY PURCHASE ORDER OR SIMILAR DOCUMENT SUBMITTED BY CLIENT THAT IS INCONSISTENT WITH OR IN ADDITION TO THESE TERMS, AND ENCORE'S OFFER AND OBLIGATION TO SELL PRODUCTS OR SERVICES IS EXPRESSLY CONDITIONED UPON CLIENT'S ACCEPTANCE OF THESE TERMS.

Entire Agreement

Unless Encore and CLIENT have entered into a written contract signed by both parties governing the sale of products and/or services by Encore, these Terms constitute the final and complete and exclusive statement of the terms of the agreement between Encore and CLIENT regarding the sale of products and services by Encore to CLIENT. These Terms supersede all prior or contemporaneous proposals,

quotations, agreements, statements, understandings, communications, forecasts, samples, models, specifications, course of dealing and usage of trade, whether written or oral, none of which shall be part of the agreement between Encore and CLIENT. Notwithstanding anything in these Terms to the contrary, if a written contract signed by Encore and CLIENT is in existence governing the sale of products and/or services by Encore, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms. Where services are ordered, the terms of ENCORE's Standard Master Services Agreement and any related supplements or those of the third party vendor, as applicable, apply and are incorporated herein by reference.

No Reliance

CLIENT represents and warrants that it is not relying upon any representation of Encore not contained within these Terms, except as otherwise provided in a written agreement signed by both Encore and CLIENT governing the sale of products and/or services by Encore.

Availability

Product availability and product discontinuation are subject to change without notice.

Price

All prices are exclusive of any applicable import duties and tariffs, custom fees, export licensing fees, import or export taxes, federal, state, provincial, municipal, and other government taxes (such as sales, use, value added, and property taxes), and any other taxes or official charges, all of which are CLIENT's sole responsibility. All prices are subject to change without notice and are confirmed at time of order acceptance by Encore.

Taxes

CLIENT shall bear applicable federal, state, provincial, municipal and other government taxes (such as sales, use, value added, and property taxes). Exemption certificates, valid in the place of delivery, must be presented to Encore prior to shipment.

Credit and Payment Terms

Prior to placing an order, CLIENT's current account status must be in good standing. If CLIENT has not previously done business with Encore, then CLIENT must complete an Encore Credit Application and receive approval to be eligible for Net 30 credit terms. Encore has the right to decline to extend credit to CLIENT and to require that the applicable purchase price be paid prior to shipment. CLIENT shall promptly notify Encore of all changes to name, address, or if CLIENT sells a substantial portion of its assets. Encore shall have the right to limit, cancel, or change CLIENT's credit terms at any time in its sole discretion.

Unless Encore requires that payment be made prior to shipment of products or rendering of services, all invoices are due and payable in full in U.S. Dollars within thirty (30) days of the invoice date for products (and the invoice date will be no later than the date of delivery), and within thirty (30) days of the invoice date for all services rendered during the preceding month. Payment will be made via check, wire, or ACH unless otherwise agreed in writing by Encore. All payments shall be due and payable without offset, discount (unless explicitly provided for in writing by Encore), or any reduction in price, without deduction for any currency exchange or conversion, and without deduction for any taxes or duties levied by any governmental authority. Any payment received from or for the account of CLIENT may be accepted and applied by Encore against any indebtedness owed by CLIENT to Encore, as shown on the books and records of Encore, regardless of any statement by CLIENT referring to or accompanying such payment. CLIENT agrees to pay late payment charges on any payment that is not made when due. The late payment charge rate shall be the lesser of (1) 2% per month or any portion thereof (24% annually), or (2) the maximum amount permitted by law. Encore will be entitled to recover reasonable attorneys' fees and other costs incurred by it in connection with any action or proceeding to collect any payment due from CLIENT and court fees. If CLIENT fails to pay any invoice when due or otherwise breaches these Terms, Seller may, at its option, withhold shipment of any order for which Encore has extended credit to CLIENT. In addition, Encore shall have the right to limit or cancel CLIENT's credit terms at any time in its sole discretion and, as a condition to Encore's obligation to deliver products to CLIENT, Encore may, in its sole discretion, require CLIENT to (1) pay in cash an amount sufficient to cover the unpaid product price (including all related transportation, storage, and other costs to be charged to CLIENT), or (2) open and confirm an irrevocable commercial line of credit in favor of Encore for such unpaid product price. CLIENT shall bear and pay the full cost, including all banking charges, incurred in connection with the issuance, confirmation, and amendment of such letter of credit. The opening or confirmation of such letter of credit shall not discharge CLIENT's direct payment obligation to Encore.

Retention of Title

All products delivered to CLIENT shall remain the property of Encore, or if such retained title is not valid or enforceable under applicable law, Encore shall have and retain a security interest and lien in and against the products until Encore shall have received payment in full therefor from CLIENT. CLIENT agrees that it shall not transfer to any third party any interest in any products for which Encore has not been paid in full. Notwithstanding Encore's retained interest in the products, CLIENT shall bear all risk of loss or damage with respect to the products and shall be responsible for maintaining full replacement cost insurance for the products, at CLIENT's sole expense, until Encore shall have been paid in full for such products. Notwithstanding Encore's retained interest in any products, CLIENT shall be solely responsible and liable for any and all taxes, warehousing costs, storage costs, transportation costs, and other costs and liabilities associated with the products following delivery thereof by Encore. CLIENT agrees to execute any document deemed necessary or appropriate by Encore, in its sole discretion, to perfect or enforce the retained interest of Encore in the products.

Shipment and Delivery

Encore will process orders and work with its distributors to have product shipped based on product availability at the time of order placement in a timely manner. Encore and its distributors will ship products using a carrier of choice at the time of shipment. All products

are shipped FOB Shipping Point, with risk of loss transferring to CLIENT at such point. For any products held subject to CLIENT's instructions, Encore may invoice before delivery, with risk of loss passing to CLIENT as of the invoice date. Standard shipping charges are generally included in the price; however, if expedited shipping is requested by CLIENT (orally or in writing), those charges will be invoiced to the CLIENT as a separate item. Delivery may, in Encore's discretion, be made in severable installments, and installment deliveries shall be accepted by CLIENT and paid for at contract prices and terms. All delivery dates are Encore's good faith estimates of shipping and are not guaranteed.

Defects and Claims

CLIENT shall examine all products with ten (10) days after receipt and shall promptly notify Encore of any alleged damage or nonconformity. CLIENT's use of the products shall be deemed acceptance as conforming to these Terms. All claims of any kind, nature, or description are barred and waived unless made in writing. CLIENT shall be deemed to have accepted the products, and any right to cancel, reject, or claim damages shall expire, unless CLIENT's written and particularized claim is received by Encore (1) within ten (10) days after receipt of products for all claims other than those for latent defects or (2) within ninety (90) days after receipt of products for a latent defect; provided, however, that in no case shall any claim be considered after products have been altered in any manner. After receipt of written notice of claimed defective products, CLIENT will make the products available to Encore. If Encore determines that a defect claim is valid, Encore may, at its sole option and election, (1) replace any defective products, (2) repair any defective products, or (3) accept return of any defective products and refund the purchase price to CLIENT. The foregoing constitutes CLIENT's exclusive remedy for any defective products.

Returned Materials Authorization

CLIENT must comply with Encore's Return Material Authorization ("RMA") Policy, as may be amended from time to time, with respect to all returns. Used product(s) will not be accepted as a return, and CLIENT will be charged shipping and handling for the return of any unused product(s). Product(s) returned after twenty (20) days of the original delivery date are subject to a 10% restocking fee to Encore plus any restocking fees or terms applied by the originating manufacturer and/or distributor.

Limited Warranties

Encore warrants that it will deliver good title to the products. EXCEPT FOR THE WARRANTIES IN THE PRECEDING SENTENCE, ENCORE MAKES NO OTHER WARRANTIES, AND ENCORE HEREBY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS, AND REPRESENTATIONS WITH RESPECT TO THE PRODUCTS, WHETHER EXPRESS OR IMPLIED, WHETHER CREATED BY CONTRACT OR BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. To the extent that standard manufacturer's warranties are offered for the products, CLIENT shall be entitled to seek warranty services from the product manufacturers in accordance with such warranties; provided, however, that Encore shall have no responsibility under such manufacturer's warranties.

Limitation of Liability

Encore's liability to CLIENT is limited to the correct of any defect in any products or services or, (i) with respect to products, refund of the purchase price and, (ii) with respect to services and Enboard software, refund of pro rata fees for period of defect in services or Enboard software), at Encore's sole option. WITHOUT LIMITING THE GENERALITY OF ANY OTHER PROVISION IN THESE TERMS LIMITING OR EXCLUDING THE LIABILITY OF ENCORE, THE DAMAGES RECOVERABLE BY CLIENT BASED ON ANY CLAIM OF ANY KIND WHATSOEVER (INCLUDING NEGLIGENCE) ARISING FROM OR IN ANY WAY CONNECTED TO THESE TERMS OR THE SALE OF PRODUCTS OR SERVICES BY ENCORE SHALL NOT BE GREATER THAN THE FEES PAID TO ENCORE UNDER THIS AGREEMENT DURING THE PRIOR TWELVE MONTHS FOR THE PRODUCTS OR SERVICES AND SOFTWARE THAT GIVE RISE TO THE CLAIM. IN NO EVENT SHALL ENCORE BE LIABLE FOR CLIENT'S OR ANY THIRD PARTY'S SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES DUE TO LOSS OF USE, LOST PROFITS, LOSS OF GOODWILL, LATE DELIVERY, NONDELIVERY, DEFECTION CONDITION, OR USE OF THE PRODUCTS. No actions, regardless of the form, arising out of any sale of products or services may be brought by CLIENT more than one (1) year after the occurrence of the events that gave rise to the cause of actions. The pricing of all products and services is based upon this limitation of liability.

Default

CLIENT shall be in default and material breach of these Terms upon the occurrence of any of the following: (a) CLIENT's uncured breach or nonfulfillment of these Terms or any other contract with Encore; (b) CLIENT's failure to make timely payment to Encore for any installment of products or services; (c) CLIENT's failure to accept any installment of non-defective products; (d) CLIENT's insolvency, calling of a meeting of its creditors, or general assignment for the benefit of its creditors; or (e) commencement of bankruptcy, insolvency, reorganization, arrangement or similar proceedings concerning CLIENT (but, in the case of involuntary proceedings, only if not dismissed within thirty (30) days after commencement). In the event of any such default by CLIENT, Encore may, in addition to any other rights and remedies under applicable law, exercise any one or more of the following rights and remedies, which are intended to be cumulative and not mutually exclusive: (i) cancel any part of any purchase order or any other contract with CLIENT (with CLIENT liable for damages); (ii) defer any shipment under any purchase order or any other contract; (iii) declare immediately due and payable all outstanding invoices due to Encore; (iv) immediately repossess all or any part of products in transit or in the custody or control of CLIENT pursuant to these Terms or any other contract, at the sole risk and expense of CLIENT; (v) finish all or any portion of its performance of any orders for products or services and charge CLIENT the full purchase price, and (vi) re-sell all or any part of the products covered by any purchase order or any other contract, or any materials supplied, at public or private sale, with CLIENT responsible for all losses and expenses incurred in such sale.

Software License and Use of Software

The terms and conditions applicable to software provided with any products purchased are incorporated by reference into these Terms and shall be those stated on the applicable software license agreement or similar end-user license agreement for the software.

CLIENT agrees that any software, technical and/or business information owned by Encore ("Information") or its suppliers or licensors and furnished to the CLIENT shall be and remain the property of Encore, or other party, respectively.

All software and Information furnished to CLIENT shall be used by CLIENT only to install, operate or maintain the product for which they were originally furnished; shall not be reproduced or copied, in whole or in part, except as necessary for authorized use; and shall, together with any copies except copies for CLIENT's archival purposes containing the business records, be returned or destroyed when no longer needed or permitted for use with the product for which they were initially furnished; and all software and information designated as "confidential" or "proprietary" shall be kept in confidence and no longer used except as may be required by state or federal law.

Parts Warranty and Software Maintenance

CLIENT is responsible for costs of all parts replacements and software maintenance either directly or indirectly through 'Third Party Maintenance Agreements' with the appropriate supplier or manufacturer as they may relate to the covered services or systems. ENCORE may manage the 'Third Party Maintenance Agreements' on behalf of CLIENT as defined in the Scope of Work issued by Encore.

Client Data

Any information and data provided by CLIENT to Encore and used by Encore directly or indirectly in the performance of services shall remain the property of CLIENT.

Encore shall take commercially reasonable precautions to preserve the security and integrity and prevent any corruption, loss, damage or destruction of CLIENT's data and information, as deemed appropriate in ENCORE's sole discretion. ENCORE shall take commercially reasonable measures to ensure that its staff complies with the precautions taken by ENCORE to preserve the security and integrity of CLIENT's data and information.

Upon completion of the services, Encore shall, when directed to do so by CLIENT, instruct all its agents and sub-contractors to, erase all information and data provided by CLIENT to Encore from Encore's production operating environment. CLIENT's data will be removed from Encore's backup systems when the backups age-out from the normal backup retention schedule. If not previously instructed to erase by CLIENT, Encore will have the right to delete CLIENT's data from the operating system at any time from and after thirty (30) days following completion of the services.

ENCORE can provide CLIENT an export of CLIENTS data for a fee of \$2,500. CLIENT will be responsible for sending ENCORE a suitably sized, portable storage device that will be used for the exported data. ENCORE will notify CLIENT of size requirements for the storage device. ENCORE has up to 90 days to return the CLIENTS storage device. If CLIENT requires the exported data sooner, arrangements may be made and may include an expedite fee. Expedited timeframe is contingent upon client data size and device performance limitations.

Disclaimer

Encore is not responsible for CLIENT's loss of data. CLIENT is responsible for maintaining current backups of all data. Any warranty or service contract does not cover virus infection of any CLIENT system. CLIENT will be billed for all work necessary for Encore to remove a virus.

Force Majeure

ENCORE will not be liable for any nonperformance or delays in delivery of products or performance of services due to events beyond its reasonable control, including without limitation, interruptions, omissions, malfunctions, delays, or errors of any communication system, telecommunication or similar carrier, or operational or computer system, acts of God, fire, flood, acts of war, acts of sovereign governments, terrorism, strikes, labor shortages (including unavailability of any subcontractors), labor disputes, shortage of material, and/or compliance with any regulation, order, or instruction of any governmental authority. ENCORE will use commercially reasonable efforts to provide timely notice of the nature and extent of any delay to CLIENT, and ENCORE's performance shall be excused during any period of delay caused by such force majeure event beyond ENCORE's reasonable control.

Insurance

Encore will maintain, at its own expense, the following insurance coverage as evidenced by insurance certificates provided to CLIENT upon request.

- Worker's Compensation and Employer's Liability Policy: \$500,000 coverage per incident/bodily injury
- General Commercial Liability Policy: \$1,000,000 per incident/\$2,000,000 in aggregate

Assignment and Delegation

CLIENT may not assign or transfer, by operation of law or otherwise, any of its rights with respect to the sale of products or services by Encore to any third party without ENCORE's prior written consent. Any attempted assignment or transfer will be considered a violation of the foregoing and will be null and void. These Terms are not intended to be for the benefit of, and shall not be enforceable by, any person or entity other than CLIENT or the permitted assignees of CLIENT.

Confidentiality

Encore and CLIENT agree that any and all information identified by the other as "Confidential" and/or "Proprietary" will not be disclosed to any third party without the express written consent of such other party. The confidentiality obligations shall not apply to any information (i) which is or subsequently becomes available to the general public other than through a breach by the receiving party; (ii) which is already known to the receiving party before disclosure by the disclosing party; (iii) which is developed through the independent efforts of the receiving party; or (iv) which the receiving party rightfully receives from third parties without restriction as to use.

Governing Law

These Terms, and the terms and conditions of all sales of products or services by Encore, are governed by the substantive laws of the State of South Carolina, without regard to traditional conflict of laws principles.

Arbitration

Any controversy or claim arising out of or relating to these Terms or breach thereof, including any dispute as to arbitrability and/or the enforceability of this arbitration provision, shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, in Greenville, South Carolina. The arbitrator(s) may award injunctive relief, actual damages, attorneys' fees and costs as part of any award, but shall have no authority to award any penalties or special, consequential, punitive, or exemplary damages, or to alter or modify any express provision of these Terms, or to render any award which by its terms affects such a modification or alteration of these Terms. Judgment upon the award rendered by the arbitrator(s) shall be final and binding and may be entered in any court having jurisdiction thereof. Qualified arbitrators shall be mutually agreed upon by both parties in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

Attorneys' Fees

If Encore is the prevailing party, Encore will be entitled to recover reasonable attorneys' fees and other costs incurred by it in connection with any action, ~~arbitration~~, or other proceeding concerning any controversy or claim arising out of or relating to these Terms or CLIENT's breach of these Terms.

Notices

All notices and similar communications shall be in the English language, in writing, and delivered by first-class, prepaid, registered U.S. mail or reputable express courier service.

Miscellaneous

Waivers, alterations, modifications, and amendments of any provision of these Terms shall not be binding unless such waiver, alteration, modification or amendment is in writing and signed by an authorized representative of both parties. The authorized representatives of Encore are solely the Chief Executive Officer, Chief Financial Officer, Chief Technology Officer, and the Vice President of Sales, and no other person shall have authority on behalf of Encore to waive, alter, modify, or amend any provision of these Terms. If any provision of these Terms is rendered invalid, the remaining provisions shall remain in full force and effect. Waiver of breach of these Terms shall not constitute waiver of another breach. Failing to enforce a provision of this Agreement shall not constitute a waiver or create an estoppel from enforcing such provision. The headings and captions of these Terms are inserted for reference convenience and do not define, limit or describe the scope or intent of these Terms or any particular section, paragraph, or provision. Encore may modify these Terms at any time in its sole discretion, and such modified Terms shall thereafter apply to all sales of products and/or services by Encore to CLIENT.

Indemnification

Purchaser agrees to indemnify, defend, and hold Encore harmless from and against any and all third party claims, demands, actions, losses, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) arising from or resulting from or in connection with this Agreement.

No Changes Without Encore's Written Authorization

Encore objects to and rejects any handwritten or other changes to this Agreement made by CLIENT unless such changes are initialed by Encore and the Agreement is countersigned by Encore with knowledge of the changes.

Notice to CLIENT

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE STATED ON THE PREVIOUS PAGES AND IN THE FOLLOWING APPENDICES. BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT. FURTHER, YOU AGREE THAT THIS IS THE COMPLETE STATEMENT OF THE AGREEMENT BETWEEN YOU AND ENCORE WHICH SUPERSEDES ALL OTHERS, ORAL OR WRITTEN, RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

Acceptance

By signing below the Both ENCORE and the CLIENT agree to the terms in the Agreement.

| | |
|-------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| Encore Technology Group, LLC 2000 Wade Hampton Blvd Suite 210 Greenville, SC 29615 | Sample Contract Agreement 123 Sample Drive Sample, USA 11776 |
| Encore Authorized Signature | Client Authorized Signature |
| Printed Name | Printed Name |
| Title | Title |
| Date | Date |

SAMPLE

CloudVoice

The FCC & USAC Define VoIP

The FCC and USAC define VoIP as “a technology that allows users to make phone calls using the same line as an internet connection. This technology can replace your traditional phone service while providing the same calling features such as call waiting, three-way calling, caller ID, etc.

Eligible VoIP services include the cost for making phone calls and can also include features such as three-way calling and Caller ID.”

Encore’s Cloud Voice

CloudVoice replaces outdated phone systems and moves most of your technical requirements to a modern platform. A low setup and activation fee, followed by predictable and manageable monthly services fees, gets you reliable VoIP, and all-you-can-consume local and domestic long distance calls as well as support from Encore’s CloudVoice Team.

With CloudVoice you can:

- ★ Achieve major economies of scale in telecommunication environments with minimal investment
- ★ Tap into lower cost information technology options that you do not have to manage
- ★ Shift a variety of traditional cost from capital expenditures to operational expenditures
- ★ More effectively utilize your existing IT infrastructure and other physical resources
- ★ Allow your IT team to focus on more strategic technology initiatives

Specific Benefits of CloudVoice

- | | |
|-----------------------------------|--------------------------|
| ★ Enhanced Call Capacity | ★ Enhanced Support |
| ★ Reduced Equipment Investment | ★ Rapid Deployment |
| ★ Anytime Anywhere Communications | ★ Enhanced 911 |
| ★ High Availability | ★ Unified Communications |

Encore’s Cloud

CloudVoice is backed by Encore’s Cloud. We have invested heavily in the build-out of our network infrastructure on a national scale. We own and operate the network infrastructure, which serves as the backbone of our entire cloud services portfolio, and we take special care to ensure that it is robust, reliable, and secure.

Our infrastructure consists of:

- ★ Best in class hardware and software
- ★ Impenetrable, high-speed network connections
- ★ Full Redundancy and Fail over
- ★ Maximum flexibility and scalability
- ★ State-of-the-art security

Benefits of CloudVoice

Lower Cost of Ownership

With CloudVoice there is a low initial setup and activation fee combined with low monthly services fees, and when compared is often 60% below the price of an on-premise solution.

Expansive Call Capacity

With CloudVoice, call capacity is limited only by available bandwidth and network infrastructure allowing for a higher level of call capacity when compared to many premise solutions.

Reduced Equipment Investment

With CloudVoice, there is no need to purchase on premise equipment, eliminating the risk of technology obsolescence. Simply provide the desired compatible handsets as needed.

Every time, Everywhere Communications

The organization can route calls to mobile devices or remote locations ensuring consistency in communications. Further enhance those communications with voicemail to email functionality for every user.

High Availability

CloudVoice is housed in geographically dispersed, carrier-class data centers; even in an outage, calls can be re-routed to alternate sites.

Elevated Support

With CloudVoice you have access to a dedicated customer support team to assist your IT staff and resolve support issues raised by your user community

Rapid Deployment

CloudVoice can be deployed in significantly less time compared to many other premise solutions, often in days.

Enhanced 911

CloudVoice provides an optional service that allows for enhanced 911 communications. 911 call routing, third party listening, and distributed notification provide key life safety enhancements to your communications environment.

Unified Communications

CloudVoice is able to extend and enhance how you communicate with Unified Communications. Together email, voice, and video provide a collaboration that delivers a richer exchange of information.

CloudVoice Features

Enterprise User Features

Every user comes with a configurable set of enhanced features and calling plans.

Features:

- Unlimited Local & Long Distance
- Ad Hoc Conferencing
- Alternate Numbers
- Authorization PINs
- Busy Lamp Field
- Call Center Agent
- Call Event Logs
- Call Forwarding Busy
- Call Forwarding Unavailable
- Call Forwarding Unconditional
- Call History
- Call Park
- Call Pickup
- Call Recording Always
- Call Recording On Demand
- Call Screening
- Call Waiting
- Caller-ID
- Camp On
- Class of Service
- Dictation
- Do Not Disturb
- Find Me Follow Me
- Group Contacts
- Hot Desking
- Intercom
- Music On Hold
- Personal Contacts
- Phone Paging
- Ring Groups
- SIP Authentication
- User Control Panel
- Voicemail
- Voicemail Forwarding
- Voicemail MWI
- Voicemail Notifications
- XMPP Presence

System Features

Every installation comes with the rich set of system features.

- Auto Attendant (IVR)
- Bulk Administration
- Call Back
- Call Center Priorities
- Call Center Queues
- Call Flow Control
- Custom Destinations
- Custom Recordings
- E911
- E911 Recording
- Extension List
- Group Phone Paging
- Meet-Me Conference
- Night Mode Forwarding
- Ring Groups
- Text to Speech
- Time Conditions

UC User Features

All the features of an Enterprise User, plus access to the Zoiper Business Softclient.

| Platform | Integration | | UC |
|-------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> • Windows • Mac • Linux • Android • iOS | <ul style="list-style-type: none"> • Outlook • Thunderbird • IE,Firefox,Chrome, Safari • Goldmine | <ul style="list-style-type: none"> • Microsoft Phone Dialer • Lotus Organizer • Maximizer | <ul style="list-style-type: none"> • Voice • Video • Instant Messaging & Presence |

CloudVoice Services

VoIP Monitoring

The CloudVoice solution includes the VoIP Monitoring service which proactively evaluates your network for call quality. VoIP Monitoring uses a site-based probe to inspect transmission control protocol and user datagram protocol traffic to generate test calls. Performance data and test results are sent to the VoIP Monitoring analytics engine. Key features include:

- ★ 24 x 7 monitoring of all VoIP calls
- ★ Proactive VoIP quality issues alerts
- ★ Single test call generation for debugging
- ★ Advanced reporting for diagnosing issues with QoS enabled networks
- ★ Data stored for 30 days to enable monthly SLA and trending reports
- ★ Complete signaling data for troubleshooting transient call setup issues such as call drops, one-way audio, protocol issues, etc.
- ★ Detailed route analysis for every call to detect route flaps and poorly performing WAN routers
- ★ Traffic flow analysis to detect LAN congestion

Service & Support

Our CloudVoice solution provides you with the enterprise class features and functionality you expect in a voice platform. However, when problems arise you need assurance that you have a partner to assist you. With CloudVoice you are provided access to our 24x7 service and support center, staffed by highly trained VoIP professionals.

Two ways to contact Support:

- ☎ By Web: <http://www.encoretg.com/support/support-center>
- ☎ By Phone: (888) 983-6267, Option 1

With administrative support provide 24x7 by a recognized leader in Unified Communications, rest assured you will observe the high-quality calls you expect for each user of your system.

Additional CloudVoice Services

VoIP Dedicated Internet Connection

The CloudVoice VoIP Dedicated Internet Connection provides a dedicated Internet connection to support your VoIP traffic. Additionally, this further reduces some complexities with managing Internet traffic amongst various applications.

The CloudVoice Dedicated Internet Connection is provided based upon availability and requires additional information specific to each location to determine pricing and availability.

CloudVoice Paging System Integration

Encore will provide an Ethernet handoff to integrate existing overhead paging systems. This will allow you to utilize existing paging via the hosted system.

CloudVoice Hosted Fax Service

The CloudVoice Hosted Fax Service enables sending and receiving of fax documents in digital format via email rather than a traditional paper fax machine. Ideal for light to moderate fax users that originate digital documents or can leverage document scanning services.

VoIP End User Training

Access to user videos and cheat sheets is available. Additional end user training is available and assistance in smaller deployments. End user training is provided onsite or remotely and available to all users and provides instruction on the VoIP handset devices to be used with CloudVoice, including voicemail set up and additional key functionality.

VoIP Network Readiness Assessment

A VoIP Network Readiness Assessment is performed before the CloudVoice deployment, allowing the identifications of any changes required within the network environment to accommodate voice traffic. This ensures that your transition to CloudVoice is non-impacting and meets your expectations.

VoIP Handset Deployment

VoIP Handset Deployment provides the distribution and installation of your CloudVoice handsets. This provides a turn-key implementation of CloudVoice and relieves local staffing to address other critical business issues.

Instant Messaging and Presence

With CloudVoice Instant Messaging & Presence, your service can extend to include Instant Messaging, Presence, Buddy List, Chat and Telephony integration.

CloudVoice IM&P facilitates rapid information exchange and real-time decision making, improving organizational responsiveness and customer satisfaction. Quickly understand work group members' status, such as "On the Phone" or "In a Meeting," and choose the best method of communication.

Enhanced 911

Every installation is configured with E911 to ensure that emergency responders are notified of emergency situations. CloudVoice E911 comes with the following features:

- Emergency Call Recording
- Emergency Call Monitoring
- Call based on DID
- Configured at the building or wing level
- 933 Testing & Verification

Remote Call Forwarding

If an applicant's location(s) fall into a rate center that our carriers are not tariffed to provide dial tone to, Encore will obtain local numbers through our carrier and then work with applicant's current carrier to have the main numbers RCF (Remote Call Forwarded) with 4 or 5 paths (meaning 4 or 5 calls can come in concurrently). Additional charges could apply.

Enhanced 911 Plus

In the event 911 is dialed, students, faculty, and staff expect that emergency responders will arrive quickly. However, because most campuses are large, multi-building, multi-floor environments, it can be challenging to determine precisely where a 911 call originated. This is especially difficult if emergency responders only receive the school's main billing number and address with the 911 call. Given the complexity of an educational institution's environment, the necessity for a reliable and accurate E911 solution is critical.

CloudVoice E911 Plus helps educational organizations meet these challenges. The service is designed to capture a 911 caller's precise location and deliver it along with the call to the local Public Safety Answering Point (PSAP) and internal security staff.

By implementing CloudVoice E911 Plus, educational organizations can be confident that when 911 is dialed, emergency responders will know exactly where to find the caller.

Add CloudVoice E911 Plus to any CloudVoice user and provide an enhanced level of service to assist in emergency situations.

- ★ **Pinpoint Location** – 911 Calls are identified at the room level.
- ★ **Security Routing** – 911 Calls can be routed to internal security staff prior to routing to the PSAP. This furthers allows for the development of internal security extensions.
- ★ **Security Monitoring** – Designated security staff will be included in a three-way call between the dialer and the PSAP (listen only) in the event 911 is dialed. This provides greater situational awareness and allows better coordination with emergency responders.
- ★ **Call Alerts** – CloudVoice E911 Plus provides notification of 911 calls that are placed to key individuals or groups via popular communication methods: Email, SMS Gateway, or Desktop Notification.
- ★ **Additional Features** – CloudVoice E911 adds the features you expect when providing 911 services:
 - 911 Active Test Mode
 - 911 Advanced Callback
 - 911 Call Recording
 - 911 Misdial Protection

CloudVoice Network Considerations

Is your system ready for CloudVoice? For the best performance, you will require an enterprise class network infrastructure to ensure high quality audio.

Network Infrastructure

Firewall

Your firewall protects your network from malicious internet traffic. To facilitate VoIP communications your firewall should allow your VoIP handset to access HTTP, HTTPS, and UDP traffic on your network.

Router

Your router manages traffic across your network and facilitates communications to VoIP handsets. Your VoIP handsets are network devices which requires an enterprise class router with a high speed or broadband internet connection.

Traffic Shaping

Traffic shaping allows you to proactively manage how much bandwidth is available to each application or type of service. As a stand-alone appliance or included with many enterprise class Firewalls and Routers, adding traffic shaping will allow you to ensure high quality calls.

Cabling and Wiring

Cabling and wiring are often overlooked. However, they are the backbone of every connection within your infrastructure and are critical to ensuring high quality audio. Your infrastructure needs to be compliant to modern standards and provide sufficient connectivity to where you wish to provide VoIP handset connectivity.

Switching

Your Ethernet switch provides end user device connectivity throughout your network. Ethernet switching capable of QoS, VLAN, and PoE are recommended when connecting your VoIP handsets to ensure high quality calls.

Internet Connectivity

Internet Service Provider

Each high-quality VoIP call requires a high speed or broadband internet connection to make or receive calls. Your Internet Service Provider (ISP) may throttle the amount of bandwidth based upon the service type. Contact your ISP for information about your existing Internet connection.

Bandwidth

Each high-quality VoIP call requires approximately 100kbps of Internet bandwidth. For example: with a standard T1 connection (1.5Mbps.) you can make up to 15 concurrent calls at any given time. However, in many cases both your computers and VoIP handsets share bandwidth, resulting in a reduced amount of concurrent calls possible on your network.

Dedicated Internet Connection

You can elect to provide dedicated Internet service to facilitate your VoIP communications. With a dedicated Internet service, you can ensure the available bandwidth required for your environment to provide high quality calls.

Connectivity Quality

Jitter

Jitter is one of the most frequent problems in VoIP communications. High levels of jitter along the end to end connectivity can result in bad call quality or long delays in the conversation. Jitter occurs when latency jumps or spikes regularly beyond 20ms, in either direction, and results in low quality calls.

Latency

Latency is the time between the moment a voice packet is transmitted and the moment it reaches its destination. It leads to delay and finally to echo and is often the result of slow network links. Latency between your VoIP handset and our data centers should be less than 100ms; anything above may result in low quality calls.

Packet Loss

Packet Loss can occur for a variety of reasons including link failure, high levels of congestion that lead to buffer overflow in routers, Random Early Detection (RED), Ethernet problems, and the occasional misrouted packet. Packet loss greater than 1% may result in low quality calls.

CloudVoice Popular Phones

CloudVoice functions best on our preferred phones, but your current phones may work as well. Please speak with your Encore Account Executive for more information.

Encore offers different purchase plans to help offset the cost of phones and accessories. Choose to purchase the phones with a one-time payment or on a 3-year purchase plan. Speak to your Encore Account Executive for more Information.

Classroom and Common Areas

Yealink SIP-T21P-E2

Yealink's new SIP-T21P E2 takes entry-level IP phones to a level never achieved before. Making full-use of high-quality materials, plus an extra-large 132x64-pixel graphical LCD with backlight showing a clear 5-line data display, it offers a smoother user experience, much more visual information at a glance, plus HD Voice characteristics. Dual 10/100 Mbps network ports with integrated PoE are ideal for extended network use. The T21P E2 supports two VoIP accounts, simple, flexible and secure installation options, plus support for IPv6, Open VPN and a redundancy server. It also operates with SRTP/ HTTPS/ TLS, 802.1x. As a very cost-effective and powerful IP solution, the T21P E2 maximizes productivity in both small and large office environments.

Receptionist / Heavy Administrative Users

Yealink SIP-T27P

Yealink SIP-T27P features intuitive user interface and enhanced functionality which make it easy for people to interact and maximize productivity. Yealink HD technology enables rich, clear, life-like voice communications, outsourced management options, flexible deployment and third-party communications applications. As a cost-effective IP solution, it helps users to streamline business processes, delivery a powerful, security and consistent communication experience for small and large offices environment.

General Administration

Yealink SIP-T41P

The SIP-T41P is a feature-rich sip phone for business. The 6-Line IP Phone has been designed by pursuing ease of use in even the tiniest details. Delivering a superb sound quality as well as rich visual experience. With programmable Keys, the IP Phone supports vast productivity-enhancing features. Using standard encryption protocols to perform highly secure remote provisioning and software upgrades.

Additional models and brands of phones could be compatible with Encore's CloudVoice. For more information, contact your Encore Account Executive.



CloudVoice References

Detroit Public Schools

Michigan

- Customer Type: K12 Education
- Serving over 122,000 students
- Solution: Encore CloudVoice
- Contact: Mr. Mark Bartoski
- Email: mark.bartoski@detroitk12.org
- Date of Service: April 2014

Wilson County Schools

North Carolina

- Customer Type: K12 Education
- Serving Over 12,000 Students
- Solution: Encore CloudVoice
- Contact: Ms. Donna Malloy
- Email: donna.malloy@wilsonschoolsnc.net
- Date of Service: February 2013

Robinson Independent School District

Texas

- <http://encore.tg/1llq6Ts>
- Customer Type: K12 Education
- Serving over 2,050 students
- Solution: Encore CloudVoice
- Contact: Mr. Bryan Fuqua
- Email: bfuqua@robinson.k12.tx.us
- Date of Service: July 2014

Florence School District 4

South Carolina

- Customer Type: K12 Education
- Serving Over 850 Students
- Solution: Encore CloudVoice
- Contact: Mr. Dominic Davis
- Email: ddavis@florence4.k12.sc.us
- Date of Service: March 2014

DeMarillac Academy

California

- Customer Type: K12 Education
- Serving over 80 students
- Solution: Encore CloudVoice
- Contact: Mr. Michael Anderer-McClelland
- Email: Michael_anderer@demarillac.org
- Date of Service: July 2014

Valley Mills Independent School District

Texas

- Customer Type: K12 Education
- Serving over 2,300 students
- Solution: CloudVoice
- Contact: Pat Crawford
- Email: pcrawford@esc11.net
- Date of Service: July 2014

CloudVoice Service Level Agreement

Encore is committed to providing a reliable; high-quality hosted VoIP Service to our Customers. This Service Level Agreement ("SLA") outlines the minimum service a Customer may expect from Encore's CloudVoice service. As one measure of our ongoing commitment to delivering an excellent customer experience, Encore provides a Service Level Agreement (SLA) covering our CloudVoice Services and the ability for customers to determine adherence to these SLAs. If an Eligible Customer experiences performance that does not meet the applicable commitments set forth in this SLA, then Encore will issue the Eligible Customer a Customer Service Credit. The following SLA represents Encore's sole responsibility and the Customer's sole remedy related to Encore Hosted Voice. The terms of this SLA take effect immediately upon the completion of the Customer's service installation and successful handoff. Customer is eligible to receive all credits for Encore not meeting its service commitments for the month, regardless of when the Customer's CloudVoice Services were activated during that month. In the month when a Customer's CloudVoice Services are terminated, the Customer is not eligible to receive credits for Encore not meeting its service commitments for that month.

Definitions

Services means the specific application hosting services provided by Encore as described on the Service Order Form(s).

Service Commitment described and defined in the Service Commitment section included in this Service Description.

Primary Hours of Operation the period during which the availability of the systems and applications purchased are most critical to Customer's business efforts. These are outlined in Appendix A of your Service Agreement.

Scheduled System Down Time the summation of time during which Customer is not able to access the applications hosted by Encore due to outages for system back-ups, or planned maintenance. Periods available for Encore to schedule system down time are defined in Appendix A of your Service Agreement. The Scheduled System Downtime periods outlined in Appendix A do not count against System Availability calculations.

Unscheduled System Down Time the summation of time during which Customer is not able to access the services hosted by Encore due to unexpected system failures of the CloudVoice Service, or down time required for maintenance outside the maintenance windows defined in Appendix A.

System Up-time the summation of time during which the system is available for Customer to use the applications hosted by Encore outside of Scheduled System Downtime periods (Total Time minus Scheduled and Unscheduled System Down Time).

System Availability a percentage calculated by dividing System Up-time by the total time in a given period less the Scheduled System Down Time.

Customer Premise Equipment (CPE) shall mean a telecommunications device(s) located at Customer's premises. This device(s) may serve as the service Demarcation Point.

Major Systems Outage shall mean a period of time during Customer's Primary Hours of Operation during which Customer cannot access the hosted service for a continuous period of at least four consecutive hours.

Service Fee the base monthly recurring fee paid for the CloudVoice Services Feature Pack plus the monthly recurring charge for any additional extensions added to the CloudVoice Services Feature Pack.

Service Availability

Service Level Commitment

For the CloudVoice Services provided to Customer under the Agreement with Encore, Encore is committed to maintain an end to end, Service Availability (as defined above) of ninety-nine and nine-tenths percent (99.9 %) for its CloudVoice Service.

Measurement and Calculation

"Service Availability" is the ratio of time the core service and network is capable of accepting and delivering inbound and out-bound calling on any or all seats to the total time in the Measurement Period. Service Availability is expressed as a percentage. The calculation for Service and Network Availability is: $\frac{\text{SUM of (Total Minutes in Measurement Period - Total Minutes of Downtime in Measurement Period)}}{\text{Total Minutes in Measurement Period}} \times 100\%$

The Voice Service Availability guarantee is subject to the following limitations:

No credit allowance will be made for any interruption in service:

- ★ Due to the negligence of or noncompliance with the provisions of the Voice Services contract (including its payment terms).
- ★ Due to the failure of power at the customer premise.
- ★ Due to the failure of customer premise equipment (CPE) or other Hardware.
- ★ Due to the failure of equipment, systems, connections or services not provided by Encore.
- ★ Service and/or network downtime during scheduled maintenance windows of Encore or its vendors
- ★ Failures due to the local loop facilities
- ★ Due to circumstances or causes beyond the reasonable control of Encore.
- ★ During any period in which Encore is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions.
- ★ Inability to access the Web-based voice portal will not give rise to service credits outlined in this SLA.

Service Availability Remedies

Upon notification by the Customer and verification by Encore that the actual Service Availability is below the committed Service Availability for the Measurement Period, Encore shall apply a credit equal to ten percent (10%) of the monthly service charge. Such credit shall be Customer's sole and exclusive remedy for Encore's failure to meet the committed Service Availability. Encore reserves the right to determine if an outage is considered a validated outage. Customer payables must be current prior to requesting and/or receiving any credits. Requests for credits may take up to 30 days to research and review; customer is responsible for paying current invoices and will receive a credit after the 30 day review period.

Service Level Commitment

Encore is committed to maintaining a maximum response time of (two) 2 hours during normal business hours. Encore will accept trouble calls from Customer 24-hours a day, 7 days a week. Within two (2) hours of opening a trouble ticket during normal business hours, an Encore representative will attempt to contact the Customer and inform the Customer of the Estimated Time to Repair ("ETTR"). If a significant change in the ETTR occurs, Encore will attempt to provide an update to the ETTR to the Customer.

Mean Time to Respond

Measurement and Calculation

Elapsed time is measured from the time a particular trouble ticket is opened by Encore to the time Encore attempts to contact the Customer with a status update of the trouble reported. The "Mean Time to Respond" calculation is as follows: SUM of (Time Representative Attempts to Contact Customer - Time Trouble Reported).

Excluded Items

The following shall be excluded from any determination of Mean Time to Respond:

When response is not met due to Force Majeur scheduled maintenance, the act or failure to act of Customer or any party other than Encore or any action or event beyond Encore's reasonable control

When response is not met due to any network or system provided by customer or any third party.

Mean Time to Respond Remedies

Upon notification by the Customer and verification by Encore that the committed Mean Time to Respond is not met for the Measurement Period, Encore shall apply a credit equal to five percent (5%) of the monthly service charge. Such credit shall be Customer's sole and exclusive remedy for Encore's failure to meet the committed Mean Time to Respond. Encore reserves the right to determine if an outage is considered a validated outage. Customer payables must be current prior to receiving any credits. Requests for credits may take up to 30 days to research and review; customer is responsible for paying current invoices and will receive a credit after the 30 day review period.

Maximum Allowable Remedy

At no time will multiple remedies be provided to the Customer for the same, similar or related problems. Encore shall have no liability for any failure of any Encore network, service or equipment to meet the foregoing guidelines due to scheduled maintenance, caused by the act or failure to act of Customer or any third party or caused by any action or event beyond Encore's reasonable control. Customer's sole and exclusive remedy for Encore's failure to meet the committed Service Availability or other failure to meet the foregoing guidelines shall be the credit outlined in the applicable section. The maximum allowable remedy in a given Measurement Period will be ten percent (10%) for each service affected. Customer must request credit within sixty (60) days of the validated outage. Encore reserves the right to determine if an outage is considered a validated outage.

Incident Closure

Encore has adopted the policy that incidents reported to the Call Center will remain open until the customer is satisfied the problem has been resolved. The customer is responsible for letting the Call Center know when an incident can be closed. We recognize that this communication may not always take place. If the Call Center does not hear back from the customer within 2 business days after a solution has been provided for an open incident, another attempt will be made to contact the customer. If we are unable to contact the customer, the trouble ticket will be automatically closed and the customer notified. If the incident recurs, the customer will need to open a new trouble ticket (different issue tracking number) with the Call Center.

Additionally, if the customer reports an incident to the Call Center, but is unavailable to provide information required to make useful progress towards resolution, the Call center will make 3 reasonable attempts to reach the customer. If the customer does not respond to these attempts, the issue trouble ticket will be automatically closed. When the customer is available to work with our Call Center on problem resolution, the customer will need to open a trouble ticket with the Call Center.

Root Cause Analysis

Encore will perform a Root Cause Analysis on every Critical Severity incident logged that is determined to be related to those parts of the hosting solution which are under the direct control of Encore (this excludes such things as data transport). This formal problem analysis will describe the problem, identify any interim containment actions, define and verify the root cause, and identify the permanent corrective actions taken to insure the issue will not occur again. A formal Root Cause Analysis report will be generated and filed within two weeks after the incident has been closed. Customer will be provided a copy of this re-port at their request.

Scheduling Changes

Whenever possible, changes will be scheduled to take place during the agreed to standard maintenance window(s). If an issue is urgent and cannot wait for the next standard maintenance window(s), every attempt will be made to schedule the change outside of Customer's Primary Hours of Operation. The last option will be to perform emergency changes during Customer's Primary Hours of Operation.

Primary Hours of Operation

Encore provides a 24X7, 365 day/year service as further defined under the "Coverage" section of your Support Services Agreement. Customer and Encore recognize that there are times when availability is absolutely critical to Client's business operations. Encore will make every effort to insure System Availability during these Primary Hours of Operation, as defined below:

Encore systems and services are designed to provide a high level of availability to Customer, but do require down time for maintenance and upgrades to insure maximum performance. Encore and Customer agree that, outside the Primary Hours of Operation, the following time window(s) are available to Encore for the performance of scheduled maintenance and system upgrades:

All maintenance work is done on an "as needed" basis, so these maintenance times may or may not be used each week and/or month. Down time for maintenance and upgrades will be scheduled in advance with client approval per the Change Management policy outlined in this Service Description.

| | |
|----------------------------------------|------------------------------------------------------------------------|
| Weekly Maintenance | Fridays, 11:00pm to Monday, 4:00am ET |
| Upgrades and Routine Patch Application | The third week of each month, between 11 pm Friday and 4 am Monday, ET |

All maintenance work is done on an "as needed" basis, so these maintenance times may or may not be used each week and/or month. Down time for maintenance and upgrades will be scheduled in advance with client approval per the Change Management policy outlined in this Service Description.

CloudVoice Services Agreement – SAMPLE

General Information

This Encore CloudVoice Service Agreement hereinafter referred to as the 'Agreement', between the parties identified below defines the terms and conditions for providing the services described herein. Encore Technology Group, LLC shall be the Service provide and custodian of this Agreement and responsible for its maintenance and revision through the term of service.

| SERVICE PROVIDER | CLIENT |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Encore Technology Group, LLC 2000 Wade Hampton Blvd Suite 210 Greenville, SC 29615 SPIN: 143037077 Hereinafter referred to as 'Encore' | Sample Contract Agreement 123 Sample Drive Suite 110 Greenville, SC 29615 Phone: (888) 983-6267 Email: sales@encoretg.com Contract Number: SCA-USA-2017-Voice Hereinafter referred to as 'Client' |

Business Hours of Service

Encore's regular business hours of service are Monday through Friday from 8:00 am to 5:00 pm, EST. Encore's business night and weekend hours of service are weekdays from 5:01 pm to 7:59am EST, and all day on Saturday and Sunday.

Support Center Hours of Service

Encore's Support Center's regular hours of service are Monday through Friday from 7:00am to 9:00pm EST. Encore's Support Center's night and weekend hours of service are weekdays from 9:01pm to 6:59am EST, and all day on Saturday and Sunday.

Holidays

Encore considers the following days has holidays: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.

Terms and Conditions

All sales are exclusively subject to and conditioned upon the terms and conditions of sale posted at <http://www.encoretg.com/terms-and-conditions>, and any other additional different terms are objected to and rejected unless Encore expressly agrees to them in a signed writing.

Encore Support Center

Request Support

The preferred method for initiating a support request is via our web page at <http://www.encoretg.com/support/support-center>. Complete and submit the form, and an Encore engineer will be assigned your ticket, and respond via email or phone within the appropriate response time. Alternatively, you reach the Encore Support Center during regular hours of service by phone by calling (888) 983-6267, select Option 1.

Remote Access

The CLIENT shall cooperate with Encore in attempting the most expedient and cost effective resolution available. The CLIENT grants and enables Remote Access permission for Encore authorized support personnel to attempt to evaluate and resolve Service Requests. Devices without remote access cannot be supported unless otherwise noted.

Issue Tracking and Reporting

Encore maintains an internal system for tracking service request from our clients. Encore's Support Center generates a ticket upon CLIENT contact and the system allows us to track and measure the service request. Reports are generated and sent to the CLIENT's designated contact. Custom reports can be generated upon request with any additional details that are logged in the system.

Issue Escalation

We are continually trying to improve our customer experience and want to know when we do not meet expectations. If you have submitted a ticket and are not getting the service e you expected, please escalate your issue in the order of this list:

| FIRST ESCALATION | SECOND ESCALATION | THIRD ESCALATION |
|---------------------|-----------------------|--------------------|
| Brian Flinte | Michael Knight | Todd Newnam |
| Sr. Voice Engineer | President & CTO | CEO |

Scope of Work

Scope

This Agreement is limited to the services defined under this section. Services shall be provided for the Term of Service, during Service Hours, and billed in accordance with the Service Payment Schedule.

Term of Service

This agreement shall commence as of 07/01/2017, and remain in effect for 36 months.

SAMPLE

Contract Extension

Upon mutual agreement between Encore and Client, this contract can be extended for two, 1-year terms.

Service Limitation

The services covered under this Agreement are limited to the support relating to Encore CloudVoice Services. Services performed outside the terms of this agreement will be billed at Encore's standard hourly rates based upon the services performed. Some third-party software applications and network infrastructure may not be covered under this agreement and may require manufacturer support.

Managed Services

The managed services listed in the Service Payment Schedule below are included in this Agreement.

Service Level

This Agreement includes Encore's standard service level of support, which includes the following:

- **Guaranteed Response Time** - All Service Requests related to this agreement warrant first response, evaluation, and/or attempted resolution via phone and/or remote trouble shooting conducted by an Encore authorized support personnel within four (4) business hours.

- Remote Support Service – Encore will provide unlimited hours of remote support service relating to Encore CloudVoice Services.

*Onsite support request are not covered under this agreement. If necessary, any request for onsite support will be quoted separately.

Standard Network Discovery

Encore may perform a Standard Network Discovery to identify and document all network devices to be supported. A Standard Network Discovery will include all devices, IP Addresses, OS, IOS, Logins/Passwords, and remote access credentials. This documentation will be used by Encore to support the CLIENT's network, and not used as deliverable. However, Encore will share this information with the CLIENT whenever requested.

Contract and Site Preparation

The CLIENT has the option to submit a complete equipment list for equipment and programs to be supported as well as install monitors if applicable or Encore can complete a site preparation for monitoring during the first prescheduled onsite visit.

Payment

Service Payment Schedule

Service Payment Schedule identifies the bill rates and terms for remittance for services rendered under this Agreement and throughout the Term of Service. Service Payment Schedule is proved herein. Additional taxes and fees may apply.

| CloudVoice Agreement Monthly Recurring Cost | | |
|---------------------------------------------------|----------|----------------|
| Service Description | Quantity | Monthly Amount |
| Encore CloudVoice – Enterprise User | 0 | \$0.00 |
| Encore CloudVoice – UC User | 0 | \$0.00 |
| Encore CloudVoice – Dedicated Internet Connection | 0 | \$0.00 |
| Encore CloudVoice – ES Plus | 0 | \$0.00 |
| Encore CloudVoice – Overhead Projector | 0 | \$0.00 |
| Encore CloudVoice – Fax-to-Fax | 0 | \$0.00 |
| Encore CloudVoice – Fax-to-Email | 0 | \$0.00 |
| Encore CloudVoice – Receptionist Console | 0 | \$0.00 |
| TOTAL | | \$0.00 |

Special Considerations Related to CloudVoice

Right to Disconnect

We have the right to suspend or discontinue service generally, or to disconnect the Service, at any time. In addition, we reserve the right to immediately disconnect the Service at any time without notice due to nonpayment or unlawful or inappropriate use of the Service.

Reinstatement Fee

Reinstating any service deactivated for nonpayment of fees shall result in a reinstatement fee up to \$5.00 per user, plus the payment charges through the reinstatement date.

Ownership and Risk of Loss

The CLIENT will own the devices and bear all the risk of loss, theft, or damage regardless of the payment schedule selected for Services and Devices. Minimum Commitment Contracts for Services and Devices include early terminating fees.

User Responsibility

The CLIENT agrees that the CLIENT is responsible for all users(s) related activity on CLIENT's account. The CLIENT understands and accepts full liability and responsibility for the CLIENT's actions or the actions of anyone who uses the Service via the CLIENT's account with or without permission.

Network Integrity

The CLIENT acknowledges that it is the CLIENT's responsibility to ensure the initial and ongoing integrity, maintenance, and performance of the CLIENT's network infrastructure, including any required network upgrades due to hardware obsolescence, firmware updates, and best practice configurations. Encore will provide the client with appropriate VoIP network configuration guidelines. However, Encore is not responsible for the performance, maintenance, and support of the CLIENT's network infrastructure, unless specifically established in separate agreement.

Content

The CLIENT is liable for all liability that may arise from the content transmitted to any person, whether or not the CLIENT authorized is, using the Service or Device. The CLIENT agrees that anyone who uses the Service that all content comply at all times with all laws, regulations, and written and electronic instructions for using the Service and Devices.

CALEA

Encore intends to fully comply with the Communications Assistance for Law Enforcement Act (CALEA). By using the Service, the Client hereby agrees and consents to Encore's right to monitor and otherwise disclose the nature and content of the CLIENT's communications if an as required by CALEA without any further notice.

Emergency Services – 911 Dialing

The CLIENT acknowledges and understands that ENCORE's 911 dialing is different than traditional 911 service. Please review the 911 Disclosure attached to this agreement in Exhibit A. Encore disclaims any obligation to provide CLIETN with access to emergency services in any jurisdiction other than the United States.

Agreement Termination

This Agreement may be terminated with or without cause by either Encore or client by giving ninety (90) days prior written notice to the other party. Termination of the Agreement will be effective on the date that is 90 days after receipt of such written notice, unless the parties otherwise agree in writing. Encore will continue to provide and be fully compensated for services until the effective date of termination of the Agreement.

In addition, in the event that CLIENT terminates the Agreement for any reason, CLIETN agrees to pay a Termination Fee in lump sum to Encore equal to one (1) one-hundred percent (100%) of total payments which would otherwise be due from CLIENT to Encore with respect to the period beginning on the effective date of termination of the Agreement and ending on the one (1) year anniversary of the date of the Agreement (the "One Year Anniversary"), if applicable; plus (2) seventy-five percent (75%) of the total payments which would otherwise be due from CLIENT to Encore with respect to the period beginning on the One Year Anniversary and ending on the expiration date of Agreement, if applicable. The parties agree that the Termination Fee is a reasonable estimate of the actual loss of income that Encore will suffer as a result of termination of the Agreement by CLIENT; the amount of actual loss

cannot be precisely measured and would be difficult or impossible to determine; and the Termination Fee is not intended to and does not constitute a forfeiture or penalty or other method to compel performance.

Upon the effective date of termination of the Agreement by either party, unless otherwise agreed in writing by both parties, (a) ENCORE will immediately cease providing the services under the Agreement; (b) CLIENT will pay ENCORE for all services performed prior to the effective date of termination of the Agreement; and (c) CLIENT will pay ENCORE any applicable Termination Fee.

In the event that CLIENT fails to make any payment when due to ENCORE, ENCORE may terminate services by giving five (5) days' prior written notice to CLIENT, and CLIENT will pay ENCORE any applicable Termination Fees.

Agreement Renewal and Price Adjustment

This agreement will automatically renew following the initial agreed upon term of service. When renewed, the price for the services covered by this agreement will remain at the then current monthly rate.

General Terms and Conditions

All sales of products and/or services made by Encore Technology Group, LLC ("Encore") to its customers (each a "CLIENT") are subject to these terms and conditions, as amended from time to time (the "Terms"). CLIENT shall be deemed to have accepted these Terms by manifesting such acceptance by any of the following (i) CLIENT submitting a purchase order to Encore, (ii) CLIENT providing instructions or authorization regarding the sale of products and/or services (including instructions to bill and hold), (iii) CLIENT's acceptance of delivery of any products sold by Encore, (iv) CLIENT's paying for any products and/or services sold by Encore, or (v) CLIENT's indicating in some other manner CLIENT's acceptance of these Terms (including email authorization or email acceptance of an order by CLIENT), whichever comes first. Upon acceptance, CLIENT irrevocably agrees and commits to purchase the products and/or services in accordance with these Terms. These Terms prevail over any of CLIENT's general terms and conditions of purchase regardless of whether or when CLIENT has submitted its purchase order or such terms. Fulfillment of CLIENT's order does not constitute acceptance of any of CLIENT's terms and conditions and does not serve to modify or amend these Terms. The terms on any purchase order or similar document submitted by CLIENT to Encore will have no effect on any of these Terms, unless such terms are in each case accepted in writing by Encore. Except for any written contract signed by Encore and CLIENT, ENCORE HEREBY OBJECTS TO AND REJECTS THE PROVISIONS OF ANY PURCHASE ORDER OR SIMILAR DOCUMENT SUBMITTED BY CLIENT THAT IS INCONSISTENT WITH OR IN ADDITION TO THESE TERMS, AND ENCORE'S OFFER AND OBLIGATION TO SELL PRODUCTS OR SERVICES IS EXPRESSLY CONDITIONED UPON CLIENT'S ACCEPTANCE OF THESE TERMS.

Entire Agreement

Unless Encore and CLIENT have entered into a written contract signed by both parties governing the sale of products and/or services by Encore, these Terms constitute the final and complete and exclusive statement of the terms of the agreement between Encore and CLIENT regarding the sale of products and services by Encore to CLIENT. These Terms supersede all prior or contemporaneous proposals, quotations, agreements, statements, understandings, communications, forecasts, samples, models, specifications, course of dealing and usage of trade, whether written or oral, none of which shall be part of the agreement between Encore and CLIENT. Notwithstanding anything in these Terms to the contrary, if a written contract signed by Encore and CLIENT is in existence governing the sale of products and/or services by Encore, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms. Where services are ordered, the terms of ENCORE's Standard Master Services Agreement and any related supplements or those of the third party vendor, as applicable, apply and are incorporated herein by reference.

No Reliance

CLIENT represents and warrants that it is not relying upon any representation of Encore not contained within these Terms, except as otherwise provided in a written agreement signed by both Encore and CLIENT governing the sale of products and/or services by Encore.

Availability

Product availability and product discontinuation are subject to change without notice.

Price

All prices are exclusive of any applicable import duties and tariffs, custom fees, export licensing fees, import or export taxes, federal, state, provincial, municipal, and other government taxes (such as sales, use, value added, and property taxes), and any other taxes or official charges, all of which are CLIENT's sole responsibility. All prices are subject to change without notice and are confirmed at time of order acceptance by Encore.

Taxes

CLIENT shall bear applicable federal, state, provincial, municipal and other government taxes (such as sales, use, value added, and property taxes). Exemption certificates, valid in the place of delivery, must be presented to Encore prior to shipment.

Credit and Payment Terms

Prior to placing an order, CLIENT's current account status must be in good standing. If CLIENT has not previously done business with Encore, then CLIENT must complete an Encore Credit Application and receive approval to be eligible for Net 30 credit terms. Encore has the right to decline to extend credit to CLIENT and to require that the applicable purchase price be paid prior to shipment. CLIENT shall promptly notify Encore of all changes to name, address, or if CLIENT sells a substantial portion of its assets. Encore shall have the right to limit, cancel, or change CLIENT's credit terms at any time in its sole discretion.

Unless Encore requires that payment be made prior to shipment of products or rendering of services, all invoices are due and payable in full in U.S. Dollars within thirty (30) days of the invoice date for products (and the invoice date will be no later than the date of delivery), and within thirty (30) days of the invoice date for all services rendered during the preceding month. Payment will be made via check, wire, or ACH unless otherwise agreed in writing by Encore. All payments shall be due and payable without offset, discount (unless explicitly provided for in writing by Encore), or any reduction in price, without deduction for any currency exchange or conversion, and without deduction for any taxes or duties levied by any governmental authority. Any payment received from or for the account of CLIENT may be accepted and applied by Encore against any indebtedness owed by CLIENT to Encore, as shown on the books and records of Encore, regardless of any statement by CLIENT referring to or accompanying such payment. CLIENT agrees to pay late payment charges on any payment that is not made when due. The late payment charge rate shall be the lesser of (1) 2% per month or any portion thereof (24% annually), or (2) the maximum amount permitted by law. Encore will be entitled to recover reasonable attorneys' fees and other costs incurred by it in connection with any action or proceeding to collect any payment due from CLIENT and court fees. If CLIENT fails to pay any invoice when due or otherwise breaches these Terms, Seller may, at its option, withhold shipment of any order for which Encore has extended credit to CLIENT. In addition, Encore shall have the right to limit or cancel CLIENT's credit terms at any time in its sole discretion and, as a condition to Encore's obligation to deliver products to CLIENT, Encore may, in its sole discretion, require CLIENT to (1) pay in cash an amount sufficient to cover the unpaid product price (including all related transportation, storage, and other costs to be charged to CLIENT), or (2) open and confirm an irrevocable commercial line of credit in favor of Encore for such unpaid product price. CLIENT shall bear and pay the full cost, including all banking charges, incurred in connection with the issuance, confirmation, and amendment of such letter of credit. The opening or confirmation of such letter of credit shall not discharge CLIENT's direct payment obligation to Encore.

In the event that CLIENT fails to make any payment when due to ENCORE, ENCORE may terminate services by giving 5 days' prior written notice to CLIENT, and CLIENT will pay ENCORE any applicable Termination Fees.

Retention of Title

All products delivered to CLIENT shall remain the property of Encore, or if such retained title is not valid or enforceable under applicable law, Encore shall have and retain a security interest and lien in and against the products until Encore shall have received payment in full therefor from CLIENT. CLIENT agrees that it shall not transfer to any third party any interest in any products for which Encore has not been paid in full. Notwithstanding Encore's retained interest in the products, CLIENT shall bear all risk of loss or damage with respect to the products and shall be responsible for maintaining full replacement cost insurance for the products, at CLIENT's sole expense, until Encore shall have been paid in full for such products. Notwithstanding Encore's retained interest in any products, CLIENT shall be solely responsible and liable for any and all taxes, warehousing costs, storage costs, transportation costs, and other costs and liabilities associated with the products following delivery thereof by Encore. CLIENT agrees to execute any document deemed necessary or appropriate by Encore, in its sole discretion, to perfect or enforce the retained interest of Encore in the products.

Shipment and Delivery

Encore will process orders and work with its distributors to have product shipped based on product availability at the time of order placement in a timely manner. Encore and its distributors will ship products using a carrier of choice at the time of shipment. All products are shipped FOB Shipping Point, with risk of loss transferring to CLIENT at such point. For any products held subject to CLIENT's instructions, Encore may invoice before delivery, with risk of loss passing to CLIENT as of the invoice date. Standard shipping charges are generally included in the price; however if expedited shipping is requested by CLIENT (orally or in writing), those charges will be invoiced to the CLIENT as a separate item. Delivery may, in Encore's discretion, be made in severable installments, and installment deliveries shall be

accepted by CLIENT and paid for at contract prices and terms. All delivery dates are Encore's good faith estimates of shipping and are not guaranteed.

Defects and Claims

CLIENT shall examine all products with ten (10) days after receipt and shall promptly notify Encore of any alleged damage or nonconformity. CLIENT's use of the products shall be deemed acceptance as conforming to these Terms. All claims of any kind, nature, or description are barred and waived unless made in writing. CLIENT shall be deemed to have accepted the products, and any right to cancel, reject, or claim damages shall expire, unless CLIENT's written and particularized claim is received by Encore (1) within ten (10) days after receipt of products for all claims other than those for latent defects or (2) within ninety (90) days after receipt of products for a latent defect; provided, however, that in no case shall any claim be considered after products have been altered in any manner. After receipt of written notice of claimed defective products, CLIENT will make the products available to Encore. If Encore determines that a defect claim is valid, Encore may, at its sole option and election, (1) replace any defective products, (2) repair any defective products, or (3) accept return of any defective products and refund the purchase price to CLIENT. The foregoing constitutes CLIENT's exclusive remedy for any defective products.

Returned Materials Authorization

CLIENT must comply with Encore's Return Material Authorization ("RMA") Policy, as may be amended from time to time, with respect to all returns. Used product(s) will not be accepted as a return, and CLIENT will be charged shipping and handling for the return of any unused product(s). Product(s) returned after twenty (20) days of the original delivery date are subject to a 10% restocking fee to Encore plus any restocking fees or terms applied by the originating manufacturer and/or distributor.

Limited Warranties

Encore warrants that it will deliver good title to the products. EXCEPT FOR THE WARRANTIES IN THE PRECEDING SENTENCE, ENCORE MAKES NO OTHER WARRANTIES, AND ENCORE HEREBY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS, AND REPRESENTATIONS WITH RESPECT TO THE PRODUCTS, WHETHER EXPRESS OR IMPLIED, WHETHER CREATED BY CONTRACT OR BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. To the extent that standard manufacturer's warranties are offered for the products, CLIENT shall be entitled to seek warranty services from the product manufacturers in accordance with such warranties; provided, however, that Encore shall have no responsibility under such manufacturer's warranties.

Limitation of Liability

Encore's liability to CLIENT is limited to the correct of any defect in any products or services or, (i) with respect to products, refund of the purchase price and, (ii) with respect to services and Enboard software, refund of pro rata fees for period of defect in services or Enboard software), at Encore's sole option. WITHOUT LIMITING THE GENERALITY OF ANY OTHER PROVISION IN THESE TERMS LIMITING OR EXCLUDING THE LIABILITY OF ENCORE, THE DAMAGES RECOVERABLE BY CLIENT BASED ON ANY CLAIM OF ANY KIND WHATSOEVER (INCLUDING NEGLIGENCE) ARISING FROM OR IN ANY WAY CONNECTED TO THESE TERMS OR THE SALE OF PRODUCTS OR SERVICES BY ENCORE SHALL NOT BE GREATER THAN THE FEES PAID TO ENCORE UNDER THIS AGREEMENT DURING THE PRIOR TWELVE MONTHS FOR THE PRODUCTS OR SERVICES AND SOFTWARE THAT GIVE RISE TO THE CLAIM. IN NO EVENT SHALL ENCORE BE LIABLE FOR CLIENT'S OR ANY THIRD PARTY'S SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES DUE TO LOSS OF USE, LOST PROFITS, LOSS OF GOODWILL, LATE DELIVERY, NONDELIVERY, DEFECTIVE CONDITION, OR USE OF THE PRODUCTS. No actions, regardless of the form, arising out of any sale of products or services may be brought by CLIENT more than one (1) year after the occurrence of the events that gave rise to the cause of actions. The pricing of all products and services is based upon this limitation of liability.

Default

CLIENT shall be in default and material breach of these Terms upon the occurrence of any of the following: (a) CLIENT's uncured breach or nonfulfillment of these Terms or any other contract with Encore; (b) CLIENT's failure to make timely payment to Encore for any installment of products or services; (c) CLIENT's failure to accept any installment of non-defective products; (d) CLIENT's insolvency, calling of a meeting of its creditors, or general assignment for the benefit of its creditors; or (e) commencement of bankruptcy, insolvency, reorganization, arrangement or similar proceedings concerning CLIENT (but, in the case of involuntary proceedings, only if not dismissed within thirty (30) days after commencement). In the event of any such default by CLIENT, Encore may, in addition to any other rights and remedies under applicable law, exercise any one or more of the following rights and remedies, which are intended to be cumulative and not mutually exclusive: (i) cancel any part of any purchase order or any other contract with CLIENT (with CLIENT liable for damages); (ii) defer any shipment under any purchase order or any other contract; (iii) declare immediately due and payable all outstanding invoices due to Encore; (iv) immediately repossess all or any part of products in transit or in the custody or control of CLIENT pursuant to these Terms or any other contract, at the sole risk and expense of CLIENT; (v) finish all or any portion of its performance of any orders for products or services and

charge CLIENT the full purchase price, and (vi) re-sell all or any part of the products covered by any purchase order or any other contract, or any materials supplied, at public or private sale, with CLIENT responsible for all losses and expenses incurred in such sale.

Software License and Use of Software

The terms and conditions applicable to software provided with any products purchased are incorporated by reference into these Terms and shall be those stated on the applicable software license agreement or similar end-user license agreement for the software.

CLIENT agrees that any software, technical and/or business information owned by Encore ("Information") or its suppliers or licensors and furnished to the CLIENT shall be and remain the property of Encore, or other party, respectively.

All software and Information furnished to CLIENT shall be used by CLIENT only to install, operate or maintain the product for which they were originally furnished; shall not be reproduced or copied, in whole or in part, except as necessary for authorized use; and shall, together with any copies except copies for CLIENT's archival purposes containing the business records, be returned or destroyed when no longer needed or permitted for use with the product for which they were initially furnished; and all software and information designated as "confidential" or "proprietary" shall be kept in confidence and no longer used except as may be required by state or federal law.

Parts Warranty and Software Maintenance

CLIENT is responsible for costs of all parts replacements and software maintenance either directly or indirectly through 'Third Party Maintenance Agreements' with the appropriate supplier or manufacturer as they may relate to the covered services or systems. ENCORE may manage the 'Third Party Maintenance Agreements' on behalf of CLIENT as defined in the Scope of Work issued by Encore.

Client Data

Any information and data provided by CLIENT to Encore and used by Encore directly or indirectly in the performance of services shall remain the property of CLIENT.

Encore shall take commercially reasonable precautions to preserve the security and integrity and prevent any corruption, loss, damage or destruction of CLIENT's data and information, as deemed appropriate in ENCORE's sole discretion. ENCORE shall take commercially reasonable measures to ensure that its staff complies with the precautions taken by ENCORE to preserve the security and integrity of CLIENT's data and information.

Upon completion of the services, Encore shall, when directed to do so by CLIENT, instruct all its agents and sub-contractors to, erase all information and data provided by CLIENT to Encore from Encore's production operating environment. CLIENT's data will be removed from Encore's backup systems when the backups age-out from the normal backup retention schedule. If not previously instructed to erase by CLIENT, Encore will have the right to delete CLIENT's data from the operating system at any time from and after thirty (30) days following completion of the services.

Disclaimer

Encore is not responsible for CLIENT's loss of data. CLIENT is responsible for maintaining current backups of all data. Any warranty or service contract does not cover virus infection of any CLIENT system. CLIENT will be billed for all work necessary for Encore to remove a virus.

Force Majeure

ENCORE will not be liable for any nonperformance or delays in delivery of products or performance of services due to events beyond its reasonable control, including without limitation, interruptions, omissions, malfunctions, delays, or errors of any communication system, telecommunication or similar carrier, or operational or computer system, acts of God, fire, flood, acts of war, acts of sovereign governments, terrorism, strikes, labor shortages (including unavailability of any subcontractors), labor disputes, shortage of material, and/or compliance with any regulation, order, or instruction of any governmental authority. ENCORE will use commercially reasonable efforts to provide timely notice of the nature and extent of any delay to CLIENT, and ENCORE's performance shall be excused during any period of delay caused by such force majeure event beyond ENCORE's reasonable control.

Insurance

Encore will maintain, at its own expense, the following insurance coverage as evidenced by insurance certificates provided to CLIENT upon request.

- Worker's Compensation and Employer's Liability Policy: \$500,000 coverage per incident/bodily injury
- General Commercial Liability Policy: \$1,000,000 per incident/\$2,000,000 in aggregate

Assignment and Delegation

CLIENT may not assign or transfer, by operation of law or otherwise, any of its rights with respect to the sale of products or services by Encore to any third party without ENCORE's prior written consent. Any attempted assignment or transfer will be considered a violation of the foregoing and will be null and void. These Terms are not intended to be for the benefit of, and shall not be enforceable by, any person or entity other than CLIENT or the permitted assignees of CLIENT.

Confidentiality

Encore and CLIENT agree that any and all information identified by the other as "Confidential" and/or "Proprietary" will not be disclosed to any third party without the express written consent of such other party. The confidentiality obligations shall not apply to any information (i) which is or subsequently becomes available to the general public other than through a breach by the receiving party; (ii) which is already known to the receiving party before disclosure by the disclosing party; (iii) which is developed through the independent efforts of the receiving party; or (iv) which the receiving party rightfully receives from third parties without restriction as to use.

Governing Law

These Terms, and the terms and conditions of all sales of products or services by Encore, are governed by the substantive laws of the State of South Carolina, without regard to traditional conflict of laws principles.

Arbitration

Any controversy or claim arising out of or relating to these Terms or breach thereof, including any dispute as to arbitrarily and/or the enforceability of this arbitration provision, shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, in Greenville, South Carolina. The arbitrator(s) may award injunctive relief, actual damages, attorneys' fees and costs as part of any award, but shall have no authority to award any penalties or special, consequential, punitive, or exemplary damages, or to alter or modify any express provision of these Terms, or to render any award which by its terms affects such a modification or alteration of these Terms. Judgment upon the award rendered by the arbitrator(s) shall be final and binding and may be entered in any court having jurisdiction thereof. Qualified arbitrators shall be mutually agreed upon by both parties in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

Attorneys' Fees

If Encore is the prevailing party, Encore will be entitled to recover reasonable attorneys' fees and other costs incurred by it in connection with any action, ~~arbitration,~~ or other proceeding concerning any controversy or claim arising out of or relating to these Terms or CLIENT's breach of these Terms.

Notices

All notices and similar communications shall be in the English language, in writing, and delivered by first-class, prepaid, registered U.S. mail or reputable express courier service.

Miscellaneous

Waivers, alterations, modifications, and amendments of any provision of these Terms shall not be binding unless such waiver, alteration, modification or amendment is in writing and signed by an authorized representative of both parties. The authorized representatives of Encore are solely the Chief Executive Officer, Chief Financial Officer, Chief Technology Officer, and the Vice President of Sales, and no other person shall have authority on behalf of Encore to waive, alter, modify, or amend any provision of these Terms. If any provision of these Terms is rendered invalid, the remaining provisions shall remain in full force and effect. Waiver of breach of these Terms shall not constitute waiver of another breach. Failing to enforce a provision of this Agreement shall not constitute a waiver or create an estoppel from enforcing such provision. The headings and captions of these Terms are inserted for reference convenience and do not define, limit or describe the scope or intent of these Terms or any particular section, paragraph, or provision. Encore may modify these Terms at any time in its sole discretion, and such modified Terms shall thereafter apply to all sales of products and/or services by Encore to CLIENT.

Indemnification

Purchaser agrees to indemnify, defend, and hold Encore harmless from and against any and all third party claims, demands, actions, losses, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) arising from or resulting from or in connection with this Agreement.

No Changes Without Encore's Written Authorization

Encore objects to and rejects any handwritten or other changes to this Agreement made by CLIENT unless such changes are initialed by Encore and the Agreement is countersigned by Encore with knowledge of the changes.

Notice to CLIENT

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE STATED ON THE PREVIOUS PAGES AND IN THE FOLLOWING APPENDICES. BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT. FURTHER, YOU AGREE THAT THIS IS THE COMPLETE STATEMENT OF THE AGREEMENT BETWEEN YOU AND ENCORE WHICH SUPERSEDES ALL OTHERS, ORAL OR WRITTEN, RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

Acceptance

By signing below the Both ENCORE and the CLIENT agree to the terms in the Agreement.

| | |
|-------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| Encore Technology Group, LLC 2000 Wade Hampton Blvd Suite 210 Greenville, SC 29615 | Sample Contract Agreement 123 Sample Drive Sample, USA 11776 |
| Encore Authorized Signature | Client Authorized Signature |
| Printed Name | Printed Name |
| Title | Title |
| Date | Date |

SAMPLE

Exhibit A

Important 911 and E911 Disclosure and Notice

The rules of the Federal Communications Commission ("FCC") require that Encore Technology Group, LLC ("ENCORE"), like all Voice Over Internet Protocol ("VoIP") service providers, inform its customers of any differences between the 911 and E911 access capabilities available with our VoIP service (the "VoIP 911 and E911 Service") as compared to the 911 and E911 access capability available with traditional wireline telephone service. It is important that you understand how these differences affect your ability to access 911 and E911 services. We ask that you carefully read this Notice. If you have any questions or concerns about the information contained in this Notice, or if you do not understand anything discussed in this Notice, please contact ENCORE at 1.866.983.6267.

The FCC's rules also require us to obtain and keep a record on file showing that you have received and understood this 911 and E911 Notice. By completing and signing the Acknowledgment below, you certify that you have received and understood this 911 and E911 Notice.

ENCORE's VoIP 911 and E911 Service are different from traditional wireline telephone 911 service in several important ways. Traditional 911 services automatically route your calls to a trained 911 dispatcher, available on a 24-hour basis, using special answering facilities at the local Public Safety Answering Point ("PSAP") for your location. Traditional E911 services automatically provide to the PSAPs the calling party's call-back number and location. If you are located in an area where the emergency center does not support E911 (i.e., is not capable of simultaneously receiving your telephone number and address), you likely have basic 911 service.

You agree to tell others at your premises, your guests, and other third parties who may be present where our VoIP 911 and E911 Service will be used of these limitations.

- ENCORE'S VOIP 911 AND E911 SERVICE MAY NOT OPERATE DURING A POWER OUTAGE. You understand and acknowledge that the VoIP 911 and E911 Service do not function in the event of a power failure or disruption. Should there be an interruption in the power, our VoIP service, including the VoIP 911 and E911 Service, will not function until power is restored and your equipment may need to be reset.
- ENCORE'S VOIP 911 AND E911 SERVICE WILL NOT OPERATE IF YOUR BROADBAND CONNECTION IS DISRUPTED. You understand and acknowledge that service outages, interruptions or degradation, or termination or suspension for any reason, of service by your broadband provider and/or ISP or by ENCORE will prevent you from using our VoIP service, including the VoIP 911 and E911 Service.
- ENCORE'S VOIP 911 AND E911 SERVICE CALLS MAY NOT COMPLETE OR MAY BE ROUTED TO EMERGENCY PERSONNEL WHO WILL NOT BE ABLE TO ASSIST IF YOU DISABLE, DAMAGE OR MOVE THE EQUIPMENT TO A LOCATION OTHER THAN THE REGISTERED ADDRESS YOU PROVIDED TO ENCORE WHEN SERVICE WAS INITIATED. You understand and acknowledge that our VoIP 911 and E911 Service do not function if you move your device to a different street address or location. You also acknowledge that it may take up to 5 days for any change in address to be processed. Accordingly, you should notify ENCORE in advance of any and all changes to your Registered Address. Failure to provide the current and correct physical address and location of your device may result in any 911 call you make being routed to the incorrect local emergency service provider and emergency personnel being dispatched to the incorrect location.
- EMERGENCY PERSONNEL MAY NOT BE ABLE TO IDENTIFY YOUR PHONE NUMBER IN ORDER TO CALL YOU BACK. You understand and acknowledge that PSAP and emergency personnel may not be able to identify

your phone number in order to call you back if the call cannot be completed, is dropped or disconnected and/or if your VoIP 911 or E911 Service is not operational for any reason.

- ENCORE VOIP 911 AND E911 SERVICE CALLS MAY BE DELAYED OR DROPPED DUE TO NETWORK ARCHITECTURE. You understand and acknowledge that, due to technical constraints, there is a greater possibility of network congestion and/or reduced speed in the routing of a 911 call made utilizing your equipment as compared to traditional 911 dialing over traditional public switched telephone networks.

If you have purchased the specific E911 location service by ENCORE, you understand that ENCORE may contract with third-parties to provide access to emergency services that may include call-back and location information in some locations. This type of access to emergency services is not offered in all areas of the United States, but instead depends on the capabilities of each individual PSAP as well as the ability of third-party provider to offer such capabilities with VoIP calls. In those areas where offered and subject to the limitations of its third-party providers, ENCORE will route your emergency call to the PSAP with your telephone number and service address information ("Registered Address", as provided at the time of Service sign-up). You hereby authorize ENCORE to disclose your name, telephone number, Registered Address information and other relevant identifying information to third-party service providers, including, without limitation, call routers, call centers and PSAPs, for the purpose of dispatching emergency services personnel to your Registered Address.

IN NO EVENT SHALL ENCORE OR ITS AFFILIATES OR ITS OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, REPRESENTATIVES, AGENTS OR ANY OTHER THIRD-PARTY PROVIDER OR VENDOR WHO FURNISH SERVICES OR PRODUCTS TO YOU IN CONNECTION WITH THE SERVICE OR THE DEVICE BE HELD LIABLE FOR ANY CLAIM, DAMAGE, OR LOSS WHATSOEVER ARISING FROM OR RELATING TO 911 DIALING AND YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION ARISING FROM OR RELATING TO 911 DIALING.

ENCORE DOES NOT HAVE ANY CONTROL OVER WHETHER, OR THE MANNER IN WHICH, 911 CALLS USING THE SERVICE ARE ANSWERED OR ADDRESSED BY ANY LOCAL EMERGENCY RESPONSE CENTER. ENCORE DISCLAIMS ALL RESPONSIBILITY FOR THE CONDUCT OF LOCAL EMERGENCY RESPONSE CENTERS AND THE NATIONAL EMERGENCY CALLING CENTER. ENCORE RELIES ON THIRD PARTIES TO ASSIST ENCORE TO ROUTE 911 CALLS TO LOCAL EMERGENCY RESPONSE CENTERS. ENCORE DISCLAIMS ANY AND ALL LIABILITY OR RESPONSIBILITY IN THE EVENT SUCH THIRD PARTY DATA USED TO ROUTE CALLS IS INCORRECT OR YIELDS AN ERRONEOUS RESULT.

By signing below, the customer acknowledges that they have read and understood the information disclosed in this document, and agree to the terms herein.

Sample Contract Agreement

123 Sample Drive
Sample, USA 11776

Client Authorized Signature

SAMPLE

Printed Name

Title

Date

CloudVoice Phone Purchase Plan Agreement – SAMPLE

General Information

This Encore CloudVoice Handset Purchase Plan Agreement hereinafter referred to as the 'Agreement', between the parties identified below defines the terms and conditions for providing the equipment described herein. Encore Technology Group, LLC shall be the Equipment Provider and custodian of this Agreement and responsible for its maintenance and revision throughout the term of the Agreement.

| SERVICE PROVIDER | CLIENT |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Encore Technology Group, LLC 2000 Wade Hampton Blvd Suite 210 Greenville, SC 29615 SPIN: 143037077 Hereinafter referred to as 'Encore' | Sample Contract Agreement 123 Sample Drive Sample, SC 29615 N: 1234567890 Term 70: 1700 XXX Contract Number: SCA-USA-2017-Voice Hereinafter referred to as 'Client' |

Business Hours of Service

Encore's regular business hours of service are Monday through Friday from 8:00 am to 5:00 pm EST.

Terms and Conditions

All sales are exclusively subject to and conditioned upon the terms and conditions of sale posted at <http://www.encoretg.com/terms-and-conditions>, and any other additional or different terms are objected to and rejected unless Encore expressly agrees to them in a signed writing.

Scope of Agreement

Scope

This Agreement is limited to the purchase of handsets by CLIENT from ENCORE as defined under this section.

Term

This Agreement shall commence as of 07/01/2017, and remain in effect for 36 months.

SAMPLE

Scope Limitations

This Agreement covers only the purchase plan of VoIP handsets by CLIENT. Furthermore, CLIENT must be enrolled in ENCORE hosted VoIP services in order to enroll in a Purchase Plan.

Support services are not covered under this agreement. If necessary, any requests for support will be quoted and billed separately, if not specifically covered under a separate agreement.

Special Considerations Related to the Handset Purchase Plan

Ownership and Risk of Loss

The CLIENT will own the devices and bear all the risk of loss, theft, or damage regardless of the payment schedule selected for Services and Devices.

Disclaimer of Warranties

CLIENT acknowledges and agrees that the equipment is sold with the manufacturers warranty only, and that ENCORE makes no warranties, express or implied, with respect to the equipment and specifically disclaims all warranties with respect to the equipment. Furthermore, ENCORE does not warrant the equipment will prevent unauthorized use, or charges for such use, of telecommunication services for facilities accessed through or connected to the equipment. ENCORE shall not be liable for damages of any kind resulting from unauthorized use of equipment.

Agreement Termination

This Agreement may be terminated with or without cause by either ENCORE or CLIENT by giving 90 days' prior written notice to the other party. Termination of the Agreement will be effective on the date that is 90 days after receipt of such written notice, unless the parties otherwise agree in writing. Encore will continue to provide and be fully compensated for services until the effective date of termination of the Agreement.

In addition, in the event that CLIENT terminates the Agreement for any reason, CLIENT agrees to pay a Termination Fee in a lump sum to ENCORE equal to (1) 100% of total payments which would otherwise be due from CLIENT to ENCORE with respect to the period beginning on the effective date of termination of the Agreement and ending on the one year anniversary of the date of the Agreement (the "One Year Anniversary"), if applicable; plus (2) 100% of the total payments which would otherwise be due from CLIENT to ENCORE with respect to the period beginning on the One Year Anniversary and ending on the expiration date of Agreement, if applicable. The parties agree that the Termination Fee is a reasonable estimate of the actual loss of income that ENCORE will suffer as a result of termination of the Agreement by CLIENT; the amount of actual loss cannot be precisely measured and would be difficult or impossible to determine; and the Termination Fee is not intended to and does not constitute a forfeiture or penalty or other method to compel performance.

Upon the effective date of termination of the Agreement by either party, unless otherwise agreed in writing by both parties, (a) ENCORE will immediately cease providing the services under the Agreement; (b) CLIENT will pay ENCORE for all services performed prior to the effective date of termination of the Agreement; and (c) CLIENT will pay ENCORE any applicable Termination Fee.

Payment

Payment Schedule

CLIENT agrees to pay ENCORE \$0.00 per month beginning 2/10/2017, and continuing like payments for 36 months. ENCORE will invoice CLIENT on a monthly basis, and will be subject to ENCORE's Payment Terms.

SAMPLE

Any additional handsets that CLIENT requests to be added to this agreement after the initial Invoice date will be pro-rated to coincide with the ending date of this purchase agreement.

General Terms and Conditions

All sales of products and/or services made by Encore Technology Group, LLC ("Encore") to its customers (each a "CLIENT") are subject to these terms and conditions, as amended from time to time (the "Terms"). CLIENT shall be deemed to have accepted these Terms by manifesting such acceptance by any of the following (i) CLIENT submitting a purchase order to Encore, (ii) CLIENT providing instructions or authorization regarding the sale of products and/or services (including instructions to bill and hold), (iii) CLIENT's acceptance of delivery of any products sold by Encore, (iv) CLIENT's paying for any products and/or services sold by Encore, or (v) CLIENT's indicating in some other manner CLIENT's acceptance of these Terms (including email authorization or email acceptance of an order by CLIENT), whichever comes first. Upon acceptance, CLIENT irrevocably agrees and commits to purchase the products and/or services in accordance with these Terms. These Terms prevail over any of CLIENT's general terms and conditions of purchase regardless of whether or when CLIENT has submitted its purchase order or such terms. Fulfillment of CLIENT's order does not constitute acceptance of any of CLIENT's terms and conditions and does not serve to modify or amend these Terms. The terms on any purchase order or similar document submitted by CLIENT to Encore will have no effect on any of these Terms, unless such terms are in each case accepted in writing by Encore. Except for any written contract signed by Encore and CLIENT, ENCORE HEREBY OBJECTS TO AND REJECTS THE PROVISIONS OF ANY PURCHASE ORDER OR SIMILAR

DOCUMENT SUBMITTED BY CLIENT THAT IS INCONSISTENT WITH OR IN ADDITION TO THESE TERMS, AND ENCORE'S OFFER AND OBLIGATION TO SELL PRODUCTS OR SERVICES IS EXPRESSLY CONDITIONED UPON CLIENT'S ACCEPTANCE OF THESE TERMS.

Entire Agreement

Unless Encore and CLIENT have entered into a written contract signed by both parties governing the sale of products and/or services by Encore, these Terms constitute the final and complete and exclusive statement of the terms of the agreement between Encore and CLIENT regarding the sale of products and services by Encore to CLIENT. These Terms supersede all prior or contemporaneous proposals, quotations, agreements, statements, understandings, communications, forecasts, samples, models, specifications, course of dealing and usage of trade, whether written or oral, none of which shall be part of the agreement between Encore and CLIENT. Notwithstanding anything in these Terms to the contrary, if a written contract signed by Encore and CLIENT is in existence governing the sale of products and/or services by Encore, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms. Where services are ordered, the terms of ENCORE's Standard Master Services Agreement and any related supplements or those of the third-party vendor, as applicable, apply and are incorporated herein by reference.

No Reliance

CLIENT represents and warrants that it is not relying upon any representation of Encore not contained within these Terms, except as otherwise provided in a written agreement signed by both Encore and CLIENT governing the sale of products and/or services by Encore.

Availability

Product availability and product discontinuation are subject to change without notice.

Price

All prices are exclusive of any applicable import duties and tariffs, custom fees, export licensing fees, import or export taxes, federal, state, provincial, municipal, and other government taxes (such as sales, use, value added, and property taxes), and any other taxes or official charges, all of which are CLIENT's sole responsibility. All prices are subject to change without notice and are confirmed at time of order acceptance by Encore.

Taxes

CLIENT shall bear applicable federal, state, provincial, municipal and other government taxes (such as sales, use, value added, and property taxes). Exemption certificates, valid in the place of delivery, must be presented to Encore prior to shipment.

Credit and Payment Terms

Prior to placing an order, CLIENT's current account status must be in good standing. If CLIENT has not previously done business with Encore, then CLIENT must complete an Encore Credit Application and receive approval to be eligible for Net 30 credit terms. Encore has the right to decline to extend credit to CLIENT and to require that the applicable purchase price be paid prior to shipment. CLIENT shall promptly notify Encore of all changes to name, address, or if CLIENT sells a substantial portion of its assets. Encore shall have the right to limit, cancel, or change CLIENT's credit terms at any time in its sole discretion.

Unless Encore requires that payment be made prior to shipment of products or rendering of services, all invoices are due and payable in full in U.S. Dollars within thirty (30) days of the invoice date for products (and the invoice date will be no later than the date of delivery), and within thirty (30) days of the invoice date for all services rendered during the preceding month. Payment will be made via check, wire, or ACH unless otherwise agreed in writing by Encore. All payments shall be due and payable without offset, discount (unless explicitly provided for in writing by Encore), or any reduction in price, without deduction for any currency exchange or conversion, and without deduction for any taxes or duties levied by any governmental authority. Any payment received from or for the account of CLIENT may be accepted and applied by Encore against any indebtedness owed by CLIENT to Encore, as shown on the books and records of Encore, regardless of any statement by CLIENT referring to or accompanying such payment. CLIENT agrees to pay late payment charges on any payment that is not made when due. The late payment charge rate shall be the lesser of (1) 2% per month or any portion thereof (24% annually), or (2) the maximum amount permitted by law. Encore will be entitled to recover reasonable attorneys' fees and other costs incurred by it in connection with any action or proceeding to collect any payment due from CLIENT and court fees. If CLIENT fails to pay any invoice when due or otherwise breaches these Terms, Seller may, at its option, withhold shipment of any order for which Encore has extended credit to CLIENT. In addition, Encore shall have the right to limit or cancel CLIENT's credit terms at any time in its sole discretion and, as a condition to Encore's obligation to deliver products to CLIENT, Encore may, in its sole discretion, require CLIENT to (1) pay in cash an amount sufficient to cover the unpaid product price (including all related transportation, storage, and other costs to be charged to CLIENT), or (2) open and confirm an irrevocable commercial line of credit in favor of Encore for such unpaid product price. CLIENT shall bear and pay the full cost, including all banking charges, incurred in connection with the issuance, confirmation, and amendment of such letter of credit. The opening or confirmation of such letter of credit shall not discharge CLIENT's direct payment obligation to Encore.

Retention of Title

All products delivered to CLIENT shall remain the property of Encore, or if such retained title is not valid or enforceable under applicable law, Encore shall have and retain a security interest and lien in and against the products until Encore shall have received payment in full therefor from CLIENT. CLIENT agrees that it shall not transfer to any third party any interest in any products for which Encore has not been paid in full. Notwithstanding Encore's retained interest in the products, CLIENT shall bear all risk of loss or damage with respect to the products and shall be responsible for maintaining full replacement cost insurance for the products, at CLIENT's sole expense, until Encore shall have been paid in full for such products. Notwithstanding Encore's retained interest in any products, CLIENT shall be solely responsible

and liable for any and all taxes, warehousing costs, storage costs, transportation costs, and other costs and liabilities associated with the products following delivery thereof by Encore. CLIENT agrees to execute any document deemed necessary or appropriate by Encore, in its sole discretion, to perfect or enforce the retained interest of Encore in the products.

Shipment and Delivery

Encore will process orders and work with its distributors to have product shipped based on product availability at the time of order placement in a timely manner. Encore and its distributors will ship products using a carrier of choice at the time of shipment. All products are shipped FOB Shipping Point, with risk of loss transferring to CLIENT at such point. For any products held subject to CLIENT's instructions, Encore may invoice before delivery, with risk of loss passing to CLIENT as of the invoice date. Standard shipping charges are generally included in the price; however, if expedited shipping is requested by CLIENT (orally or in writing), those charges will be invoiced to the CLIENT as a separate item. Delivery may, in Encore's discretion, be made in severable installments, and installment deliveries shall be accepted by CLIENT and paid for at contract prices and terms. All delivery dates are Encore's good faith estimates of shipping and are not guaranteed.

Defects and Claims

CLIENT shall examine all products with ten (10) days after receipt and shall promptly notify Encore of any alleged damage or nonconformity. CLIENT's use of the products shall be deemed acceptance as conforming to these Terms. All claims of any kind, nature, or description are barred and waived unless made in writing. CLIENT shall be deemed to have accepted the products, and any right to cancel, reject, or claim damages shall expire, unless CLIENT's written and particularized claim is received by Encore (1) within ten (10) days after receipt of products for all claims other than those for latent defects or (2) within ninety (90) days after receipt of products for a latent defect; provided, however, that in no case shall any claim be considered after products have been altered in any manner. After receipt of written notice of claimed defective products, CLIENT will make the products available to Encore. If Encore determines that a defect claim is valid, Encore may, at its sole option and election, (1) replace any defective products, (2) repair any defective products, or (3) accept return of any defective products and refund the purchase price to CLIENT. The foregoing constitutes CLIENT's exclusive remedy for any defective products.

Returned Materials Authorization

CLIENT must comply with Encore's Return Material Authorization ("RMA") Policy, as may be amended from time to time, with respect to all returns. Used product(s) will not be accepted as a return, and CLIENT will be charged shipping and handling for the return of any unused product(s). Product(s) returned after twenty (20) days of the original delivery date are subject to a 10% restocking fee to Encore plus any restocking fees or terms applied by the originating manufacturer and/or distributor.

Limited Warranties

Encore warrants that it will deliver good title to the products. EXCEPT FOR THE WARRANTIES IN THE PRECEDING SENTENCE, ENCORE MAKES NO OTHER WARRANTIES, AND ENCORE HEREBY DISCLAIMS ALL OTHER WARRANTIES, CONDITIONS, AND REPRESENTATIONS WITH RESPECT TO THE PRODUCTS, WHETHER EXPRESS OR IMPLIED, WHETHER CREATED BY CONTRACT OR BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. To the extent that standard manufacturer's warranties are offered for the products, CLIENT shall be entitled to seek warranty services from the product manufacturers in accordance with such warranties; provided, however, that Encore shall have no responsibility under such manufacturer's warranties.

Limitation of Liability

Encore's liability to CLIENT is limited to the correct of any defect in any products or services or, (i) with respect to products, refund of the purchase price and, (ii) with respect to services and Enboard software, refund of pro rata fees for period of defect in services or Enboard software), at Encore's sole option. WITHOUT LIMITING THE GENERALITY OF ANY OTHER PROVISION IN THESE TERMS LIMITING OR EXCLUDING THE LIABILITY OF ENCORE, THE DAMAGES RECOVERABLE BY CLIENT BASED ON ANY CLAIM OF ANY KIND WHATSOEVER (INCLUDING NEGLIGENCE) ARISING FROM OR IN ANY WAY CONNECTED TO THESE TERMS OR THE SALE OF PRODUCTS OR SERVICES BY ENCORE SHALL NOT BE GREATER THAN THE FEES PAID TO ENCORE UNDER THIS AGREEMENT DURING THE PRIOR TWELVE MONTHS FOR THE PRODUCTS OR SERVICES AND SOFTWARE THAT GIVE RISE TO THE CLAIM. IN NO EVENT SHALL ENCORE BE LIABLE FOR CLIENT'S OR ANY THIRD PARTY'S SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES DUE TO LOSS OF USE, LOST PROFITS, LOSS OF GOODWILL, LATE DELIVERY, NONDELIVERY, DEFECTIVE CONDITION, OR USE OF THE PRODUCTS. No actions, regardless of the form, arising out of any sale of products or services may be brought by CLIENT more than one (1) year after the occurrence of the events that gave rise to the cause of actions. The pricing of all products and services is based upon this limitation of liability.

Default

CLIENT shall be in default and material breach of these Terms upon the occurrence of any of the following: (a) CLIENT's uncured breach or nonfulfillment of these Terms or any other contract with Encore; (b) CLIENT's failure to make timely payment to Encore for any installment of products or services; (c) CLIENT's failure to accept any installment of non-defective products; (d) CLIENT's insolvency, calling of a meeting of its creditors, or general assignment for the benefit of its creditors; or (e) commencement of bankruptcy, insolvency, reorganization, arrangement or similar proceedings concerning CLIENT (but, in the case of involuntary proceedings, only if not dismissed within thirty (30) days after commencement). In the event of any such default by CLIENT, Encore may, in addition to any other rights and remedies under applicable law, exercise any one or more of the following rights and remedies, which are intended to be cumulative and not mutually exclusive: (i) cancel any part of any purchase order or any other contract with CLIENT (with CLIENT liable for damages); (ii) defer any

shipment under any purchase order or any other contract; (iii) declare immediately due and payable all outstanding invoices due to Encore; (iv) immediately repossess all or any part of products in transit or in the custody or control of CLIENT pursuant to these Terms or any other contract, at the sole risk and expense of CLIENT; (iv) finish all or any portion of its performance of any orders for products or services and charge CLIENT the full purchase price, and (vi) re-sell all or any part of the products covered by any purchase order or any other contract, or any materials supplied, at public or private sale, with CLIENT responsible for all losses and expenses incurred in such sale.

Software License and Use of Software

The terms and conditions applicable to software provided with any products purchased are incorporated by reference into these Terms and shall be those stated on the applicable software license agreement or similar end-user license agreement for the software.

CLIENT agrees that any software, technical and/or business information owned by Encore ("Information") or its suppliers or licensors and furnished to the CLIENT shall be and remain the property of Encore, or other party, respectively.

All software and Information furnished to CLIENT shall be used by CLIENT only to install, operate or maintain the product for which they were originally furnished; shall not be reproduced or copied, in whole or in part, except as necessary for authorized use; and shall, together with any copies except copies for CLIENT's archival purposes containing the business records, be returned or destroyed when no longer needed or permitted for use with the product for which they were initially furnished; and all software and information designated as "confidential" or "proprietary" shall be kept in confidence and no longer used except as may be required by state or federal law.

Parts Warranty and Software Maintenance

CLIENT is responsible for costs of all parts replacements and software maintenance either directly or indirectly through 'Third Party Maintenance Agreements' with the appropriate supplier or manufacturer as they may relate to the covered services or systems. ENCORE may manage the 'Third Party Maintenance Agreements' on behalf of CLIENT as defined in the Scope of Work issued by Encore.

Client Data

Any information and data provided by CLIENT to Encore and used by Encore directly or indirectly in the performance of services shall remain the property of CLIENT.

Encore shall take commercially reasonable precautions to preserve the security and integrity and prevent any corruption, loss, damage or destruction of CLIENT's data and information, as deemed appropriate in ENCORE's sole discretion. ENCORE shall take commercially reasonable measures to ensure that its staff complies with the precautions taken by ENCORE to preserve the security and integrity of CLIENT's data and information.

Upon completion of the services, Encore shall, when directed to do so by CLIENT, instruct all its agents and sub-contractors to, erase all information and data provided by CLIENT to Encore from Encore's production operating environment. CLIENT's data will be removed from Encore's backup systems when the backups age-out from the normal backup retention schedule. If not previously instructed to erase by CLIENT, Encore will have the right to delete CLIENT's data from the operating system at any time from and after thirty (30) days following completion of the services.

Disclaimer

Encore is not responsible for CLIENT's loss of data. CLIENT is responsible for maintaining current backups of all data. Any warranty or service contract does not cover virus infection of any CLIENT system. CLIENT will be billed for all work necessary for Encore to remove a virus.

Force Majeure

ENCORE will not be liable for any nonperformance or delays in delivery of products or performance of services due to events beyond its reasonable control, including without limitation, interruptions, omissions, malfunctions, delays, or errors of any communication system, telecommunication or similar carrier, or operational or computer system, acts of God, fire, flood, acts of war, acts of sovereign governments, terrorism, strikes, labor shortages (including unavailability of any subcontractors), labor disputes, shortage of material, and/or compliance with any regulation, order, or instruction of any governmental authority. ENCORE will use commercially reasonable efforts to provide timely notice of the nature and extent of any delay to CLIENT, and ENCORE's performance shall be excused during any period of delay caused by such force majeure event beyond ENCORE's reasonable control.

Insurance

Encore will maintain, at its own expense, the following insurance coverage as evidenced by insurance certificates provided to CLIENT upon request.

- Worker's Compensation and Employer's Liability Policy: \$500,000 coverage per incident/bodily injury
- General Commercial Liability Policy: \$1,000,000 per incident/\$2,000,000 in aggregate

Assignment and Delegation

CLIENT may not assign or transfer, by operation of law or otherwise, any of its rights with respect to the sale of products or services by Encore to any third party without ENCORE's prior written consent. Any attempted assignment or transfer will be considered a violation of the foregoing and will be null and void. These Terms are not intended to be for the benefit of, and shall not be enforceable by, any person or entity other than CLIENT or the permitted assignees of CLIENT.

Confidentiality

Encore and CLIENT agree that any and all information identified by the other as "Confidential" and/or "Proprietary" will not be disclosed to any third party without the express written consent of such other party. The confidentiality obligations shall not apply to any information (i) which is or subsequently becomes available to the general public other than through a breach by the receiving party; (ii) which is already known to the receiving party before disclosure by the disclosing party; (iii) which is developed through the independent efforts of the receiving party; or (iv) which the receiving party rightfully receives from third parties without restriction as to use.

Governing Law

These Terms, and the terms and conditions of all sales of products or services by Encore, are governed by the substantive laws of the State of South Carolina, without regard to traditional conflict of laws principles.

Arbitration

Any controversy or claim arising out of or relating to these Terms or breach thereof, including any dispute as to arbitrability and/or the enforceability of this arbitration provision, shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, in Greenville, South Carolina. The arbitrator(s) may award injunctive relief, actual damages, attorneys' fees and costs as part of any award, but shall have no authority to award any penalties or special, consequential, punitive, or exemplary damages, or to alter or modify any express provision of these Terms, or to render any award which by its terms affects such a modification or alteration of these Terms. Judgment upon the award rendered by the arbitrator(s) shall be final and binding and may be entered in any court having jurisdiction thereof. Qualified arbitrators shall be mutually agreed upon by both parties in accordance with the Commercial Arbitration Rules of the American Arbitration Association.

Attorneys' Fees

If Encore is the prevailing party, Encore will be entitled to recover reasonable attorneys' fees and other costs incurred by it in connection with any action, ~~arbitration~~, or other proceeding concerning any controversy or claim arising out of or relating to these Terms or CLIENT's breach of these Terms.

Notices

All notices and similar communications shall be in the English language, in writing, and delivered by first-class, prepaid, registered U.S. mail or reputable express courier service.

Miscellaneous

Waivers, alterations, modifications, and amendments of any provision of these Terms shall not be binding unless such waiver, alteration, modification or amendment is in writing and signed by an authorized representative of both parties. The authorized representatives of Encore are solely the Chief Executive Officer, Chief Financial Officer, Chief Technology Officer, and the Vice President of Sales, and no other person shall have authority on behalf of Encore to waive, alter, modify, or amend any provision of these Terms. If any provision of these Terms is rendered invalid, the remaining provisions shall remain in full force and effect. Waiver of breach of these Terms shall not constitute waiver of another breach. Failing to enforce a provision of this Agreement shall not constitute a waiver or create an estoppel from enforcing such provision. The headings and captions of these Terms are inserted for reference convenience and do not define, limit or describe the scope or intent of these Terms or any particular section, paragraph, or provision. Encore may modify these Terms at any time in its sole discretion, and such modified Terms shall thereafter apply to all sales of products and/or services by Encore to CLIENT.

Indemnification

Purchaser agrees to indemnify, defend, and hold Encore harmless from and against any and all third-party claims, demands, actions, losses, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) arising from or resulting from or in connection with this Agreement.

No Changes Without Encore's Written Authorization

Encore objects to and rejects any handwritten or other changes to this Agreement made by CLIENT unless such changes are initialed by Encore and the Agreement is countersigned by Encore with knowledge of the changes.

Notice to CLIENT

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE STATED ON THE PREVIOUS PAGES AND IN THE FOLLOWING APPENDICES. BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT. FURTHER, YOU AGREE THAT THIS IS THE COMPLETE STATEMENT OF THE AGREEMENT BETWEEN YOU AND ENCORE WHICH SUPERSEDES ALL OTHERS, ORAL OR WRITTEN, RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

Acceptance

By signing below the Both ENCORE and the CLIENT agree to the terms in the Agreement.

| | |
|-------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------|
| Encore Technology Group, LLC 2000 Wade Hampton Blvd Suite 210 Greenville, SC 29615 | Sample Contract Agreement 123 Sample Drive Sample, USA 11776 |
| Encore Authorized Signature | Client Authorized Signature |
| Printed Name | Printed Name |
| Title | Title |
| Date | Date |

SAMPLE