

VENDOR CONTRACT

Between _____ and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

Distance Learning Systems & Equipment - 1092415

General Information

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

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

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

Definitions

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

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

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

Terms and Conditions

Freight

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

Warranty Conditions

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

Customer Support

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

Contracts

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

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

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

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

Disclosures

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

Renewal of Contracts

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

Shipments

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

Invoices

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

Payments

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

Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that

is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

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

All pricing submitted to TIPS shall include the Two Percent (2%) participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the 2% to the invoice presented to customer.

Participation Fees

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

Indemnity

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

or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

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

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

Multiple Vendor Awards

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

State of Texas Franchise Tax

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

Miscellaneous

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

Purchase Order Pricing/Product Deviation

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

Cancellation for non-performance or contract deficiency

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

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;

- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

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

TIPS Member Purchasing Procedures

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

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

Form of Contract

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

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

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of

name agreement will not change the contractual obligations of awarded vendor.

Site Requirements (when applicable to service or job)

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

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

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

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

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

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

Invoices

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

Marketing

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

Supplemental agreements

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

Legal obligations

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

Audit rights

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

Force Majeure

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

Services

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

Scope of Services

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

Project Delivery Order Procedures

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

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

Scheduling of Projects

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

Support Requirements

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

Special Terms and Conditions

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

- **Contracts:** All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
 - **Daily Order Confirmation:** All contract purchase orders will be 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.
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Check one of the following responses to the General Terms and Special Terms and Conditions:

() We take no exceptions/deviations to the general and/or special terms and conditions.

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

() We take the following exceptions/deviations to the general and/or special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe National Coordinator	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com	Contact	Kim Thompson, Coordinator of Office Operations	Contact
Phone	+1 (903) 243-4759	Department		Department
Fax	+1 (866) 749-6674	Building		Building
Bid Number	1092415 Addendum 1	Floor/Room		Floor/Room
Title	Distance Learning	Telephone	+1 (866) 839-8477	Telephone
Bid Type	RFP	Fax	+1 (866) 839-8472	Fax
Issue Date	07/01/2015	Email	bids@tips-usa.com	Email
Close Date	8/14/2015 3:00:00 PM CT			
Need by Date				

Supplier Information

Company Data Projections Inc.
 Address 3700 W. Sam Houston Pkwy
 Suite 525
 Houston, TX 77042

 Contact
 Department
 Building
 Floor/Room
 Telephone 1 (713) 7811999
 Fax 1 (713) 7813338
 Email
 Submitted 8/14/2015 11:40:23 AM CT
 Total \$0.00

Signature Jessica GTreening

Email jgreening@dataprojections.com

Supplier Notes

On Pricing Spreadsheet there are tabs for each dealer/solution.

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	Yes
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.	Yes
3	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
4	Company Residence (City)	Vendor's principal place of business is in the city of?	Houston
5	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
6	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 7 - 8)	(No Response Required)
7	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
8	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
9	Pricing Information:	Pricing information section. (Questions 10 - 13)	(No Response Required)
10	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
11	Yes - No	Pricing submitted includes the 2% TIPS participation fee?	Yes
12	Yes - No	Vendor agrees to remit to TIPS the required 2% participation fee?	Yes
13	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
14	Start Time	Average start time after receipt of customer order is ____ working days?	2
15	Years Experience	Company years experience in this category?	29
16	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
17	States Served:	If answer is NO to question #16, please list which states can be served. (Example: AR, OK, TX)	

18	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.)	Established in 1987, Data Projections, Inc. began as a technical communications marketer for Texas-based schools but quickly expanded and enhanced its service offerings to become a leading audio visual systems designer and integrator providing advanced collaborative technology solutions and support services for a wide range of clients across the educational, governmental and corporate environments. For companies looking to connect with customers, employees and key stakeholders, Data Projections provides intelligently designed communications environments for control rooms, corporate board rooms, training sites, classrooms and other multi-media environments. Our market knowledge combined with a dedication to simplicity help us provide the most reliable audio visual communications systems for our customers. Our support and training services, industry partnerships and engineering expertise enable us to provide products and services that keep you simply connected.
19	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
20	Primary Contact Name	Primary Contact Name	Robby Turner
21	Primary Contact Title	Primary Contact Title	VP of Sales & Marketing
22	Primary Contact Email	Primary Contact Email	rtturner@datapredictions.com
23	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	2104082860
24	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	
25	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
26	Secondary Contact Name	Secondary Contact Name	Jessica Greening
27	Secondary Contact Title	Secondary Contact Title	Inside Sales Assistant
28	Secondary Contact Email	Secondary Contact Email	jgreening@datapredictions.com
29	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	7137811999
30	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	
31	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
32	2% Contact Name	2% Contact Name	Ginny Gibson
33	2% Contact Email	2% Contact Email	ggibson@datapredictions.com

34	2% Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	7137811999
35	Purchase Order Contact:	This person is responsible for receiving Purchase Orders from TIPS. (Questions 36 - 38)	(No Response Required)
36	Purchase Order Contact Name	Purchase Order Contact Name	DPI Ed Sales
37	Purchase Order Contact Email	Purchase Order Contact Email	DPIEdSales@dataprojections.com
38	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	7137811999
39	Company Website	Company Website (Format - www.company.com)	www.dataprojections.com
40	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	
41	Primary Address	Primary Address	3700 W. Sam Houston Pkwy S., Ste. 525
42	Primary Address City	Primary Address City	Houston
43	Primary Address State	Primary Address State (2 Digit Abbreviation)	TX
44	Primary Address Zip	Primary Address Zip	77042
45	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.)	Discover Video, Polycom, Lifesize, NewTek, Vbrick, Distance Learning
46	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Funds Over \$100,000 Certification document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	Yes
47	Prices are guaranteed for?	(__Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	3 years

Line Items

Response Total: \$0.00

Provisions for purchase with federal funds for contracts exceeding \$100,000
These forms are for non-construction contracts

Many TIPS members (grantees and sub-grantees) purchase goods and services with federal funds. When a member engages a contract exceeding \$100,000 and paid with federal funds, provisions are triggered by various Code of Federal Regulations requirements. Primarily 34 CFR 80.36 from the Department of Education and 7 CFR 3015 & 3016 from the Department of Agriculture for School Lunch Program. There may be other Federal programs from time to time that are not enumerated above that may fund certain projects using outside vendors. These are not optional for the contracting entity and in order to spend the federal funds certain provision and certifications must be in place to ensure legal compliance.

If your company wishes to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000, you must complete the following forms can provide the certifications as required on the subsequent pages.

Do you wish to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000?

Check your response?

YES NO

Megan Stasio
Signature of Authorized Company Official

8-14-15
Date

Megan Stasio
Printed Name of Authorized Company Official

Data Projections, Inc.
Company Name

Attach to this page a current W-9 form

Please complete the forms below

Legal Compliance

It is the proposing company's duty and responsibility to have knowledge of and be responsible for the compliance with all applicable laws, rules and regulations as they apply to this procurement process and any subsequent award. The vendor agrees to comply, in all relevant respects, with all Federal, State, and Local laws, rules and regulations related to the performance of services or supply of goods to TIPS or TIPS members?

Does vendor agree? YES MS Initial of Authorized Company Official

Non-Collusive Bidding Certificate

By submitting a proposal in response to a Request for Proposals or other procurement device containing this clause, you certify that you are authorized to certify to the following:

- 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.

The vendor complied with #1 through 4 above? YES MS Initial of Authorized Company Official

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

The vendor has not been debarred? YES MS Initial of Authorized Company Official

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.

Data Projections, Inc.

Name of Organization

3700 W. Sam Houston Pkwy S., Ste. 525, Houston, TX 77042

Address of Organization

Megan Stasio

Name / Title of Submitting Official



Signature of Submitting Official

8-14-15

Signature Date

Provisions for purchase with federal funds for contracts exceeding \$100,000

Federal Rule (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

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

Does vendor agree? YES MS Initial of Authorized Company Official

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

Pursuant to Federal Rule (2) above, when federal funds are expended by TIPS Member, TIPS Member reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. TIPS Member 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. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES MS Initial of Authorized Company Official

Federal Rule (7) Notice of awarding agency requirements and regulations pertaining to reporting.

Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS Member, TIPS Member requires that the proposer certify that during the term of an award by the TIPS Member resulting from this procurement process the vendor will provide reports and documentation required by all applicable law and state and federal regulations upon request by the TIPS Member or any relevant state of federal agency.

Does vendor agree? YES MS Initial of Authorized Company Official

Federal Rule (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

Provisions for purchase with federal funds for contracts exceeding \$100,000

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS Member, TIPS Member shall address any requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract in the contract document and absent language to the contrary or if the contract silent on the subject, the District retains all rights thereto.

Does vendor agree? YES MS Initial of Authorized Company Official

Federal Rule (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will surrender upon request any copyrighted materials owned by the TIPS Member but used in the awarded contract performance unless otherwise agreed in a written document by the parties. TIPS Member reserves the rights to all data created or provided to the vendor for the purpose of contract performance resulting for this procurement process and the vendor will surrender such data upon request unless otherwise agreed in a written document by the parties. If the contract is silent or not dispositive on the subject matter data or copyrights TIPS Member retains all rights in the data developed or gathered during the contract term.

Does vendor agree? YES MS Initial of Authorized Company Official

Federal Rule (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term and after the awarded term of an award by the TIPS Member resulting for this procurement process the vendor will grant access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Does vendor agree? YES MS Initial of Authorized Company Official

Provisions for purchase with federal funds for contracts exceeding \$100,000

Federal Rule (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Pursuant to Federal Rule (11) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that the awarded vendor retain of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES MS Initial of Authorized Company Official

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)

Pursuant to Federal Rule (12) above, when federal funds are expended by TIPS Member, TIPS Member 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).

Does vendor agree? YES MS Initial of Authorized Company Official

Federal Rule (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Pursuant to Federal Rule (13) above, when federal funds are expended by TIPS Member, TIPS Member requires proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES MS Initial of Authorized Company Official

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

Information may be found at <https://www.sam.gov/index.html>

Has the vendor been debarred from participation in Federal funds contracts?

NO Initial of Authorized Company Official

YES Initial of Authorized Company Official

Company Official:

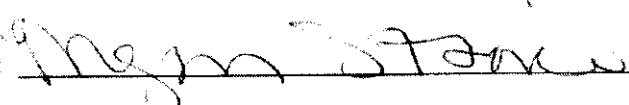
Magen Stow

Company:


Data Projections, Inc.

CONTRACT Signature Form

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

Company Name: Data Projections, Inc.
Mailing Address: 3700 W. Sam Houston Pkwy S., Ste 525
City: Houston
State: TX
Zip: 77042
Telephone Number: (713) 781-1999
Fax Number: (713) 781-3338
Email Address: mstasio@datapredictions.com
Authorized Signature: 
Printed Name: Megan Stasio
Position: VP of Operations

This contract is for a total TERM of one year with the option of two additional years. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

 9-24-15
TIPS Authorized Signature Date

 9-24-15
Approved by Region VIII ESC Date

References

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

Organization	City	State	Contact Name	Contact Phone
Katy Independent School District	Katy	Texas	Joe Christoffersen or Brenda White	281-396-2388 (Joe) or 281-396-2292 (Brenda)
Houston Independent School District	Houston	Texas	Turrance Jackson	713-426-8320
Lamar Consolidated School District	Rosenberg	Texas	Steven Hickman	281-341-3555
Lubbock Independent School District	Lubbock	Texas	Bill Landis	806-766-1203
Lubbock Independent School District	Lubbock	Texas	Sherry Mitchell	806-766-1321
Huffman Independent School District	Huffman	Texas	Mimi Morrison	281-324-1845 ext. 1113
Lewisville Independent School District	Lewisville	Texas	Roni Kubacki	972-350-1800
Humble Independent School District	Humble	Texas	James Paschall	281-641-6484
Alamo Heights Independent School District	San Antonio	Texas	Jennifer Faulkner	210-832-5946
Mabank Independent School District	Mabank	Texas	Rhonda Manning	903-880-1604 ext. 6137
Eanes Independent School District	Austin	Texas	Carl Hooker	512-732-9000
Lake Travis Independent School District	Austin	Texas	Chris Woehl	512-533-6569



Product _____
Serial _____
Owner _____
Expire Date _____
Comments: _____

Limited Hardware Warranty

All systems and components are shipped with a limited warranty, which covers defects in materials and workmanship in hardware products. To determine which warranty came with your hardware product(s), see your packing slip or invoice.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state (or jurisdiction to jurisdiction), our responsibility for malfunctions and defects in hardware is limited to technical support, repair and replacement as set forth in this warranty statement. All expressed and implied warranties for the product, including but not limited to any implied warranties and conditions of merchantability and fitness for a particular purpose, are limited in time to the terms of the limited warranty period reflected on your packing slip or invoice. No warranties, whether expressed or implied, will apply after the limited warranty period has expired.

Shipping Damage

Customers are responsible to refuse all packages that arrive damaged. Customers need to notify Discover Video within 24 hours from the delivery date if a package was delivered damaged to obtain a RMA number. Customers take full responsibility for accepting any packages damaged during shipping. Shipping is FOB Wallingford CT.

Technical Support

During the Limited Warranty Period, Discover Video or our suppliers, will provide hardware product technical support. The scope of technical support consists of helping you diagnose and resolve problems with defects in computer systems supplied by us.

Software support for Discover Video products is sold separately.

The customer must provide Remote Access using either RDP or the Discover Video provided remote access software client in order for Discover Video or our suppliers provide support. Failure to provide remote access for troubleshooting will delay resolution and can further limit warranty coverage.

Return To Factory Warranty

For products with a Return To Factory Warranty, the customer should first contact Discover Video support. We will attempt to resolve hardware issues by working with the customer. The customer may be directed to return the product to the factory.

- The customer must first obtain a Return Material Authorization (RMA) from Discover Video support.
- The customer will bear any shipping costs from the customer to Discover Video. Discover Video will bear any shipping costs from Discover Video to the customer.
- Discover Video will restore the system to its original working condition provided it is within the Warranty Period.

- Hardware additions, software not preinstalled by us, upgrades, modifications, or configuration changes done by the Customer are not covered by this warranty, and may be damaged or removed during the repair process.
- Software is not covered under this warranty, but may be covered by Software Maintenance.
- It is necessary that a backup of the software and data on your system's hard disk drive and on any other storage device(s) in the system be done before Discover Video provides services to you. You understand and agree that Discover Video is not responsible for any loss of software or data under this Hardware Warranty.
- Individual component warranties will be voided if the components have been altered in any way, including without limitation: products that have been scratched, defaced, labeled or indelibly marked, tampered with or if serial numbers have been altered, or if factory sealed parts have been tampered with or broken.
- Warranties will be voided if product has been damaged by actions that are beyond our control, including for example, impacts, fluids, fire, flood, wind, earthquake, lightning or similar disaster, war, strike, lockout, epidemic, destruction of production facilities, riot, insurrection, material unavailability or any other Acts of God.
- Warranties will be voided if products have been damaged through misuse, abuse or mishandling, including without limitation the unauthorized modification of the system as a whole or any individual component, and/or the attachment of incompatible peripheral devices, or limitations placed by the manufacturer specifications.
- Warranty Services will be completed within a period of time deemed reasonable by Discover Video and/or the manufacturer.
- THIS LIMITED WARRANTY DOES NOT COVER MINOR IMPERFECTIONS IN UNITS THAT MEET DESIGN SPECIFICATIONS OR IMPERFECTIONS THAT DO NOT MATERIALLY ALTER FUNCTIONALITY.

On-Site Service Warranty

On-site service within the continental United States is available for DEVOS Server Hardware for five (5) years, starting from the date the hardware was shipped from Discover Video to the customer or to the customer's selected authorized reseller/integrator/VAR. The technician will need to have the full address of your system's location. A service technician will be dispatched to your location to service your system, according to your service level. All on-site service warranties include Advance Replacement with next day shipping.

- **Technician Knowledge** The service technician is provided by a 3rd party national service provider who is knowledgeable about the hardware to be serviced, but may have no knowledge about the software. The technician's job is to restore the hardware to working condition, which may entail replacing power supplies, server motherboard, option cards, disk drives, and similar.
- **Restore Service** Discover Video will provide remote software service restoration via RDP, Remote Support software, or similar remote high speed connection to the server in conjunction with the on-site technician's services.
- **Standard On-site Service Warranty Agreement** A service technician will, in most cases, be dispatched to arrive at your location for on-site service on the next business day (during your PPM); Monday through Friday, excluding Holidays (see "Holidays" below). If the service technician is dispatched for on-site service after 3:00 p.m. eastern standard time, the service technician may take an additional business day to arrive at your location.

Limits to On-Site Service

- **Holidays** Regular holidays shall include New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day, unless we notify you otherwise.
- **Service Area** These terms and conditions only cover your system(s) located in the 48 contiguous states. Hawaii and Alaska are not included. In addition, Discover Video may invoice you an additional charge for service in certain remote areas of the United States.
- **If You Miss the Service Visit** If you or your authorized representative is not at the location when the service technician arrives, the service technician cannot service your system(s). The service technician will leave a card to let you know he/she was there. If this occurs, you may be charged an additional fee for a second service call to repair your system(s).
- **If You Move Your System** If you move your system(s) to a geographic location in which the service coverage you purchased is not available at the same price as you paid for these terms and conditions, you may incur an additional charge to maintain the same categories of service coverage at the new location. If you choose not to pay such additional charge, your service may be automatically changed to categories of service that are available at such price or a lesser price in such new location with no refund available.
- **Optional & Extended Services** With regard to any services that are not within the coverage of these terms and conditions, it will be within our discretion whether to perform the services, and, if we or our suppliers elect to perform the services, the services will be subject to an additional charge to be paid by you.
- **Assistance You Must Provide** The service technician will need full access to your location and to your system(s) at no cost to us. You must assure that the service technician has working space, electricity, an internet connection and a local telephone line. If these requirements are lacking, we or our suppliers are not obligated to provide on-site service. In addition, your are obligated to provide remote access to the server for Discover Video to provide service restoration and other maintenance.
- **Software Maintenance** Discover Video requires that you have a current Software Maintenance in order for you to receive software updates and services. Because you have 5 years of on-site hardware maintenance does not suggest you have a similar period of software maintenance. It is possible for software maintenance to lapse, in which case you may still receive hardware maintenance but we cannot guarantee full restoral of your service.
- **Software Backup** It is necessary that a back up of the software and data on your system's hard disk drive and on any other storage device(s) in the system be done before we provide services to you. You understand and agree that we are not responsible for any loss of software or data.
- **Miscellaneous Limitations to Service Coverage** THESE TERMS AND CONDITIONS ARE OF LIMITED DURATION AND COVERAGE. These terms and conditions extend only to original purchasers of the system(s) and located within the continental United States, and to any person who buys the system(s) and these terms and conditions from the original purchaser, or a subsequent transferee, as long as Discover Video has been notified and has acknowledged the transaction. These terms and conditions extend only to uses for which a covered system was designed. If you use a covered system in a way that it was not intended to be used, this on-site service package is void, and we and our suppliers will not be obligated to repair or replace the system. The services we and our suppliers agree to provide under these terms and conditions are repair services that are necessary because of any defect that exists or occurs in materials or workmanship in the system(s) or in any system component covered by these terms and conditions. Preventive maintenance is not included. Installation, deinstallation, or relocation services and operating supplies are not included. Repairs necessitated by software problems, or as a result of alteration, adjustment, or repair by anyone other than us or our suppliers (or our representatives or assignees) are not included. We and our suppliers are not obligated to repair

any system or system component that has been damaged as a result of: (i) accident, misuse, or abuse of the system(s) or component (such as, but not limited to, use of incorrect line voltages, use of incorrect fuses, use of incompatible devices or accessories, improper or insufficient ventilation, or failure to follow operating instructions) by anyone other than us or our supplier (or our representatives or assignees), (ii) an act of God such as, but not limited to, lightning, flooding, tornado, earthquakes, and hurricanes, or (iii) moving the System(s) from one geographic location to another or from one entity to another.

Other Limitations to Coverage

- On-site and limited warranties do not apply to peripherals such as monitors, mice, keyboards, printers, or any other components external to the computer.
- Special-order items, items that are not normally carried, sold, or advertised, are considered to be final sale and not returnable.
- Most manufacturers' warranties apply to defects encountered during normal use of the product while following manufacturers operating and installation instructions. These warranties generally do not apply if the damage or defect results from: (a) failure to follow such operating or installation instructions; (b) any negligence, mishandling, or accident; or (c) use of unauthorized parts or service.

Dell Branded Hardware

For Dell branded hardware, Discover Video has transferred ownership to you. For hardware service, contact Dell support and provide the Service Tag number from the label on the hardware.

Legal

TO THE FULLEST EXTENT ALLOWED BY LAW, THE WARRANTIES, REMEDIES AND LIMITATIONS CONTAINED HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CORRESPONDENCE WITH DESCRIPTION AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

TO THE FULLEST EXTENT ALLOWED BY LAW, DISCOVER VIDEO ALSO EXCLUDES FOR ITSELF AND ITS SUPPLIERS ANY LIABILITY, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, OR OTHER INFORMATION OR FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE USE, SALE, INSTALLATION, MAINTENANCE, PERFORMANCE, FAILURE, OR INTERRUPTION OF ITS SERVICE OR PRODUCTS, EVEN IF DISCOVER VIDEO, ITS SUPPLIERS OR ITS RESELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DISCOVER VIDEO'S SOLE LIABILITY WITH RESPECT TO ITS PRODUCT IS LIMITED TO REPAIR OR REPLACEMENT OF THE SUBJECT SOFTWARE PRODUCT AT DISCOVER VIDEO'S OPTION. THIS DISCLAIMER OF LIABILITY FOR DAMAGES WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREIN SHALL FAIL FOR ESSENTIAL PURPOSE.

THE PRODUCTS SOLD BY DISCOVER VIDEO ARE NOT INTENDED FOR AND WILL NOT BE USED IN LIFE SUPPORT SYSTEMS, MEDICAL EQUIPMENT, NUCLEAR FACILITIES OR SYSTEMS, AIRCRAFT, AIRCRAFT DEVICES, AIRCRAFT/EMERGENCY COMMUNICATION DEVICES OR OTHER CRITICAL SYSTEMS WHOSE FAILURE TO PERFORM BE REASONABLY EXPECTED TO RESULT IN SIGNIFICANT INJURY OR LOSS OF LIFE OR CATASTROPHIC PROPERTY DAMAGE. ACCORDINGLY, DISCOVER VIDEO DISCLAIMS ANY AND ALL LIABILITY, AND SHOULD BUYER USE OR SELL SUCH PRODUCTS FOR USE IN SUCH ULTRA-HAZARDOUS APPLICATIONS, IT DOES SO ENTIRELY AT ITS OWN RISK. FURTHERMORE, BUYER AGREES TO FULLY INDEMNIFY, DEFEND AND HOLD DISCOVER VIDEO HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LITIGATION, AND PROCEEDINGS OF ANY KIND ARISING OUT OF OR RELATED TO SUCH ULTRA-HAZARDOUS USE OR SALE.



Product: _____
S/N or ID: _____
Owner: _____
Expire Date: _____
Comments: _____

Software Maintenance Contract

Overview

Discover Video provides certain support services ("Software Maintenance") for eligible products, provided the customer has purchased Software Maintenance. Software Maintenance is an annual service that expires on the anniversary of the initial product ship date, unless renewed.

The service provides software updates, bug fixes, improvements, and all major, minor, and revision software releases, provided it is compatible with the customer's hardware. The service also provides the owner of the product with access to Discover Video support personnel during normal business hours via email and the on-line support system ("Trouble Tickets").

To ensure customer satisfaction, and to ensure customers have the best possible product experience, Software Maintenance for certain Discover Video products is mandatory, and renewal of the service is strongly recommended.

Access To Software Updates

Product owners with Software Maintenance may obtain new software releases online, and automatically, by following the procedure described in the product documentation for each product or by following advice of Discover Video support personnel. For illustration purposes, an eligible Software Maintenance customer can typically select "Check For Update" within their product and automatically obtain such software update, or they may download software from the Discover Video web site. Product owners without Software Maintenance may not have access to such updates.

Relationship To Hardware Warranty

Software Maintenance has no relationship with the manufacturer's warranty for hardware products. Depending on the product, hardware has 1-year, 3-year, or 5-year return-to-factory or on-site limited hardware warranty.

Access To Support And Help & Service Level Agreement

If your product was purchased from a Discover Video partner, you must first contact their support staff for help and support. They may offer additional services such as on-site support.

To obtain support from Discover Video, an eligible product owner may contact support via email using support@discovervideo.com. Discover Video makes no claim or representation about support response time or problem resolution time, and requests are handled on a first-come-first-serve basis. However, most support requests are handled within four hours. Many support requests can be resolved by visiting <http://support.discovervideo.com>.



Non-Sequential Maintenance Renewal

If a product owner does not purchase or renew Maintenance but later wishes to obtain it, they would have *non-sequential maintenance*. In this case, they must either a) purchase maintenance for any missed period, or b) purchase the latest software as a new installation. Discover Video provides a 60-day grace period where a renewal may occur without it becoming non-sequential.

Renewal Price

The price a customer pays for Software Maintenance renewal will be the then-current price, which may be different from the price originally paid. Multi-year Software Maintenance plans may be available, both at the time of original purchase and at the time of renewal.

Legal

TO THE FULLEST EXTENT ALLOWED BY LAW, THE WARRANTIES, REMEDIES AND LIMITATIONS CONTAINED HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, CORRESPONDENCE WITH DESCRIPTION AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

TO THE FULLEST EXTENT ALLOWED BY LAW, DISCOVER VIDEO ALSO EXCLUDES FOR ITSELF AND ITS SUPPLIERS ANY LIABILITY, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, OR OTHER INFORMATION OR FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE USE, SALE, INSTALLATION, MAINTENANCE, PERFORMANCE, FAILURE, OR INTERRUPTION OF ITS SERVICE OR PRODUCTS, EVEN IF DISCOVER VIDEO, ITS SUPPLIERS OR ITS RESELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. DISCOVER VIDEO'S SOLE LIABILITY WITH RESPECT TO ITS PRODUCT IS LIMITED TO REPAIR OR REPLACEMENT OF THE SUBJECT SOFTWARE PRODUCT AT DISCOVER VIDEO'S OPTION. THIS DISCLAIMER OF LIABILITY FOR DAMAGES WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREIN SHALL FAIL FOR ESSENTIAL PURPOSE.

THE PRODUCTS SOLD BY DISCOVER VIDEO ARE NOT INTENDED FOR AND WILL NOT BE USED IN LIFE SUPPORT SYSTEMS, MEDICAL EQUIPMENT, NUCLEAR FACILITIES OR SYSTEMS, AIRCRAFT, AIRCRAFT DEVICES, AIRCRAFT/EMERGENCY COMMUNICATION DEVICES OR OTHER CRITICAL SYSTEMS WHOSE FAILURE TO PERFORM BE REASONABLY EXPECTED TO RESULT IN SIGNIFICANT INJURY OR LOSS OF LIFE OR CATASTROPHIC PROPERTY DAMAGE. ACCORDINGLY, DISCOVER VIDEO DISCLAIMS ANY AND ALL LIABILITY, AND SHOULD BUYER USE OR SELL SUCH PRODUCTS FOR USE IN SUCH ULTRA-HAZARDOUS APPLICATIONS, IT DOES SO ENTIRELY AT ITS OWN RISK. FURTHERMORE, BUYER AGREES TO FULLY INDEMNIFY, DEFEND AND HOLD DISCOVER VIDEO HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LITIGATION, AND PROCEEDINGS OF ANY KIND ARISING OUT OF OR RELATED TO SUCH ULTRA-HAZARDOUS USE OR SALE.

NEWTEK WARRANTY

Warranty Coverage

NewTek offers a limited one-year hardware warranty on all its video products. For more information about the specific warranty covering your NewTek product, please refer to the warranty provided with your product.

Product Returns

If you should need to return your product for service, you will need authorization from your product distributor or the service center serving your location. Contact information by region can be found on our Contact Us web page, or contact NewTek Customer Support directly for assistance. You will be responsible for any costs associated with the delivery to and from the service center in your region (except in Australia and certain other jurisdictions). Your original product packaging should be used for all product returns. If you do not have the original packaging, please mention this when you request service so alternate materials can be arranged.

Polycom® Product Warranty Guide

Use the chart below to determine the warranty periods applicable to Polycom's Limited Warranty for products. The Terms and Conditions are listed on page two.

Product Family	Software Warranty (bug fixes only)	Hardware Warranty (return to factory repair)	Hardware Warranty (repair cycle time)
VIDEO ENDPOINTS			
HDX®	90 days	1 year	30 days
QDX™ 6000	90 days	1 year	30 days
CMA® Desktop	90 days	1 year	30 days
Video peripherals (purchased from Polycom)	90 days	1 year	30 days
VOICE			
PSTN desktop and conference phones	90 days	1 year	30 days
VoIP desktop and conference phones	90 days	1 year	30 days
Communicator products	90 days	1 year	30 days
SoundStructure™ products	90 days	1 year	30 days
UC INTELLIGENT CORE™			
RMX® series	90 days	1 year	30 days
RSS™ 4000, Polycom Accordent Solutions	90 days	1 year	30 days
CMA® and DMA™	90 days	1 year	30 days
VBP® security solutions	90 days	1 year	30 days
TELEPRESENCE and VERTICAL SOLUTIONS			
RPX™, OTX™, and ATX™	90 days	1 year	30 days
Custom products	90 days	1 year	30 days
HARDWARE UPGRADES and RMAs			
All products	90 days or balance of original product warranty period, whichever is longer.	90 days or balance of original product warranty period, whichever is longer.	

THE PRECEDING CHART IS A SUMMARY OF THE WARRANTY PERIODS APPLICABLE TO POLYCOM'S LIMITED WARRANTY FOR PRODUCTS. THE TERMS AND CONDITIONS APPLICABLE TO POLYCOM'S LIMITED WARRANTY ARE AS SET FORTH BELOW (AND ARE ALSO INCLUDED IN THE DOCUMENTATION PACKAGED WITH NEW POLYCOM PRODUCTS):

LIMITED WARRANTY. Polycom warrants to the end user ("Customer") that the product will be free from defects in workmanship and materials, under normal use and service, for one year, or such longer period as Polycom may announce publicly from time to time for particular products, from the date of purchase from Polycom or its authorized reseller. Polycom's sole obligation under this express warranty shall be, at Polycom's option and expense, to repair the defective product or part, deliver to Customer an equivalent product or part to replace the defective item, or if neither of the two foregoing options is reasonably available, Polycom may, in its sole discretion, refund to Customer the purchase price paid for the defective product. All products that are replaced will become the property of Polycom. Replacement products or parts may be new or reconditioned. Polycom warrants any replaced or repaired product or part for ninety (90) days from shipment, or the remainder of the initial warranty period, whichever is longer.

Products returned to Polycom must be sent prepaid and packaged appropriately for safe shipment, and it is recommended that they be insured or sent by a method that provides for tracking of the package. Responsibility for loss or damage does not transfer to Polycom until the returned item is received by Polycom. The repaired or replaced item will be shipped to Customer, at Polycom's expense, not later than thirty (30) days after Polycom receives the defective product, and Polycom will retain risk of loss or damage until the item is delivered to Customer.

EXCLUSIONS. Polycom will not be liable under this limited warranty if its testing and examination disclose that the alleged defect or malfunction in the product does not exist or results from:

- Failure to follow Polycom's installation, operation, or maintenance instructions.
- Unauthorized product modification or alteration.
- Unauthorized use of common carrier communication services accessed through the product.
- Abuse, misuse, negligent acts or omissions of Customer and persons under Customer's control; or
- Acts of third parties, acts of God, accident, fire, lightning, power surges or outages, or other hazards.

WARRANTY EXCLUSIVE. IF A POLYCOM PRODUCT DOES NOT OPERATE AS WARRANTED ABOVE, CUSTOMER'S SOLE REMEDY FOR BREACH OF THAT WARRANTY SHALL BE REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE PAID, AT POLYCOM'S OPTION. TO THE FULL EXTENT ALLOWED BY LAW, THE FOREGOING WARRANTIES AND REMEDIES ARE

EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS, OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES, TERMS, OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION, AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. POLYCOM NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE OR USE OF ITS PRODUCTS.

SUPPORT & SERVICE AGREEMENTS. If you purchased your product from a Polycom Authorized Reseller, contact the Authorized Reseller for information about support and service agreements applicable to your product. For information on Polycom service, go to the Polycom web site www.polycom.com, products and services menu, or call 1-800-765-9266, outside the US call 1-408-526-9000, or your local Polycom Office, as listed on the Polycom Web site.

LIMITATION OF LIABILITY. TO THE FULL EXTENT ALLOWED BY LAW, POLYCOM EXCLUDES FOR ITSELF AND ITS SUPPLIERS ANY LIABILITY, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, FAILURE, OR INTERRUPTION OF ITS PRODUCTS, EVEN IF POLYCOM OR ITS AUTHORIZED RESELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND LIMITS ITS LIABILITY TO REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE PAID, AT POLYCOM'S OPTION. THIS DISCLAIMER OF LIABILITY FOR DAMAGES WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREIN SHALL FAIL OF ITS ESSENTIAL PURPOSE.

DISCLAIMER. Some countries, states, or provinces do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages for certain products supplied to consumers, or the limitation of liability for personal injury, so the above limitations and exclusions may be limited in their application to you. When the implied warranties are not allowed to be excluded in their entirety, they will be limited to the duration of the applicable written warranty. This warranty gives you specific legal rights which may vary depending on local law.

VBRICK WARRANTY POLICY

Limited Warranty and Extended Warranty Programs

THE FOLLOWING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, OR STATUTORY, INCLUDING, BUT NOT BY WAY OF LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, VBRICK SPECIFICALLY DISCLAIMS AND EXCLUDES ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE. PRODUCTS OR PARTS WHICH ARE SAMPLES OR PROTOTYPES ARE SOLD "AS IS" "WHERE IS" WITH ALL FAULTS, *i.e.* WITHOUT ANY WARRANTY WHATSOEVER.

IF ANY COMPONENTS CONTAINED IN THE EQUIPMENT ARE THE SUBJECT OF A COMPONENT/MATERIALS MANUFACTURERS' OR ANY OTHER THIRD PARTY'S WARRANTY, VBRICK HEREBY ASSIGNS TO CUSTOMER ALL OF VBRICK'S RIGHTS AND REMEDIES THEREUNDER, IF ASSIGNABLE.

WHEN SUBMITTING AN ORDER FOR SOFTWARE MAINTENANCE (REFERRED TO THROUGHOUT THIS DOCUMENT AS SUPPORT SERVICES) YOU MUST CERTIFY THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS. ADDITIONALLY, IF YOU ARE ACTING AS AN EMPLOYEE OR AGENT OF THE LICENSEE FOR THE VBRICK PRODUCT FOR WHICH SOFTWARE SUPPORT SERVICES ARE TO BE PROVIDED, YOU FURTHER CERTIFY THAT YOU HAVE FULL LEGAL AUTHORITY TO ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF THE LICENSEE.

DO NOT SUBMIT YOUR ORDER UNTIL YOU HAVE CAREFULLY READ, UNDERSTOOD AND AGREED TO THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, OR IF YOU DO NOT HAVE LEGAL AUTHORITY TO ACCEPT THEM ON BEHALF OF THE LICENSEE, VBRICK WILL NOT ACCEPT YOUR ORDER.

THE CHART BELOW IS A SUMMARY OF THE WARRANTY TERMS AND CONDITIONS APPLICABLE TO VBRICK'S LIMITED WARRANTY FOR PRODUCTS. THE TERMS AND CONDITIONS APPLICABLE TO VBRICK'S LIMITED WARRANTY ARE AS SET ONWARD BELOW.

VBrick Maintenance Services Offerings	Gold Program	Gold Plus Program	Platinum Program
<ul style="list-style-type: none">• Hardware Warranty. Standard RMA (guarantee five-day turnaround after receipt)	Yes	Yes	Yes
<ul style="list-style-type: none">• Hardware Warranty. Next day RMA			Yes
<ul style="list-style-type: none">• Minor Software releases and patches	Yes	Yes	Yes
<ul style="list-style-type: none">• Major Software releases		Yes	Yes

VBRICK WARRANTY POLICY

• E-mail/Phone Support (Response within 24 business hours)	Yes	Yes	
• E-mail/Phone Support (Response within 4 business hours)			Yes
• Level 3 Telephone Support 8:30 – 7 pm (Monday to Thursday)	Yes	Yes	Yes
• Level 3 Telephone Support 8:30 – 5:30 (Friday)			
• Level 1, 2 Telephone Support 8:30 – 7 pm (Monday to Thursday)			Yes
• Level 1, 2 Telephone Support 8:30 – 5:30 (Friday)			
• After hours priority number (Level 3 only. 4 hour response time)			Yes
• Web-Based Knowledgebase	Yes	Yes	Yes
• Onsite Support (Level 3 only)			Yes*

**Nominal fee per day charge, plus Travel and Expenses. Please refer to latest VBrick official price list for current charges.*

I. PRODUCTS COVERED.

VBrick Systems, Inc. ("VBrick") warrants to Customer the VBrick Software and Manufactured Equipment, including hardware, software and firmware (the "Equipment"): (i) to be free from defects in material and workmanship under normal use and service, and (ii) to conform in all material respects to the printed specifications for the Equipment which have been delivered to Customer in connection with Customer's purchase of the Equipment.

Provision of Software Maintenance Software Support Services by VBrick are conditioned upon Customer having deployed the current shipping release of the respective VBrick Product for which such Software Support Services are to be provided*. Only these terms and conditions, notwithstanding any preprinted or other terms and conditions on Customer's Purchase Order shall govern your purchase and VBrick's provision of Software Support Services.

*Upgrades to the latest version will be provided free of charge according to the program purchased by the Customer. VBrick does not guarantee it can support versions of software other than the current shipping release.

II. LENGTH OF WARRANTY.

Warranty and Software Maintenance shall commence upon the date indicated in the VBrick confirmation notice and shall continue in full force and effect for a period of one (1) year. Customer may, at the time of your initial order, purchase up to five (5) years of Subscription Service. VBrick or Customer reseller will automatically renew your subscription on an annual basis. VBrick will provide Customer with no less than thirty (30) days prior written notice of any pending Software Subscription Service changes with details on any pricing and/or modifications to these terms and condition. Software Subscription Services may be renewed for additional terms upon VBrick's acceptance and confirmation of Customer request.

III. WHO OR WHAT IS COVERED?

This Limited Warranty covers only the VBrick Software and VBrick Manufactured Equipment acquired by the original End Customer.

IV. EXCLUSIONS.

This warranty shall be void if the Customer fails to use or maintain the Software or Equipment in accordance with

VBRICK WARRANTY POLICY

VBrick's specifications or instructions, or if the Software or Equipment or any part thereof has been subject to any unauthorized modifications, improper operation, user negligence, service by an unauthorized person, company or association, use with any unauthorized attachment, device or feature, accident neglect, misuse, tampering, acts of God, or any event other than ordinary use.

The following points are not included in VBrick's Limited Warranty and Gold and Platinum programs

- Support on any product not manufactured or produced by VBrick
- Professional services:
 - Integration with 3rd party equipment,
 - Installation support for new VBrick equipment
 - VBrick Technical Support Services personnel performing or providing over the phone a step by step upgrade of the Equipment.
 - Support Services related to the relocation of VBrick equipment or the elimination or addition of new VBrick equipment or third party equipment, such as network equipment, audio and video devices, or custom software applications or programs.
 - Feasibility Studies
 - Equipment Upgrades/Updates that also require hardware upgrades in order to utilize new functionality of the software. Any such hardware upgrades is not covered. Customer may purchase the hardware upgrades at the price set forth in the latest-current VBrick Price List, less applicable discount (if any).

V. LIMITATION OF LIABILITY.

VBrick's sole obligation and Customer's sole remedy for any failure of the Equipment is limited to the repair or replacement of any part of the Software and/or Equipment at VBrick's discretion, which examination shall disclose to VBrick as defective. VBrick shall not be liable for indirect, special, consequential or liquidated damages or penalties, including claims for lost revenue, profits or business opportunities, even if VBrick had or should have had any knowledge, actual or constructive, of the possibility of such damages. VBrick reserves the right to satisfy its warranty obligations in full by refunding the purchase price of the Equipment. Nothing herein shall obligate VBrick to make such a refund.

Software Updates and Upgrades: If VBrick, in its sole discretion, creates Software Updates or Software Upgrades to the VBrick Product during the term for which Customer have purchased Software Support Services, VBrick shall provide all such Software Updates and Software Upgrades to Customer designated technical contact. Distribution of Software Updates or Software Upgrades does not include installation by VBrick. VBrick will provide Customer with all such Software Update or Software Upgrades when VBrick makes them available to its general customer base for the VBrick Product. All Software and related materials provided pursuant to Software Support Services, including documentation and program materials are subject to these terms and conditions and the respective license agreement for the VBrick Product.

VI. HOW TO OBTAIN WARRANTY SERVICE.

To receive warranty services, Customer must register equipment under their name upon arrival at

<http://registration.vbrick.com>, or via mail to:

Technical Support Services – Registration Department

12 Beaumont Rd

Wallingford, CT 06492

Customer must notify VBrick promptly by telephone, and/or via our website of any alleged defect with the Equipment or software, including a detailed description of such alleged defect. For warranty verification purposes, the customer

VBRICK WARRANTY POLICY

must furnish VBrick Technical Support Services with the equipment serial number or warranty contract number. Failure to provide this number may delay service response time or require payment for services. VBrick's telephone number for warranty service is (203) 303-0222. VBrick's support website is located at <http://www.vbrick.com/support>. Upon notifying VBrick of an alleged defect with the Equipment and after defect has been verified by VBrick's Technical Support Services, Customer agrees not to use the Equipment until further notice by VBrick. Customer shall bear all risks of operation, if Customer operates the Equipment prior to VBrick's determination that the Equipment is suitable for operation, and VBrick shall bear no liability whatsoever for any damages, losses or claims that may arise due to such operation.

Upon notification of a possible defect and after defect has been verified by VBrick's Technical Support Services, VBrick will provide to customer a Return Merchandise Authorization ("RMA").

Technical Customer Support is available via telephone at (203) 303-0222, email: support@vbrick.com, or website: <http://www.vbrick.com/support>, from 8:30 AM to 7:00 PM Monday to Thursday and 8:30 AM to 5:30 PM Friday (U.S. Eastern Time). Priority will be given to Customers who have purchased Extended Warranty / Maintenance Program. Expected response time for Gold products is 24 business hrs and 4 business hrs for Platinum products.

VII RETURN MATERIAL AUTHORIZATION (RMA)

All equipment under abnormal operation must be verified by a VBrick Technical Customer Support representative before it is assigned a Return Material Authorization (RMA) number. If Customer elects to avoid the verification process, a PO for VBrick's in-house diagnostics fee (consult latest price list for diagnostics fee charges) will be required. If equipment is deemed faulty, diagnostic fees will be void.

Replacement equipment will not be shipped without an RMA number assigned. All Equipment received by VBrick without an RMA number will be returned to the customer without being repaired. Customers must return the Equipment in need of repair with the same serial number as reported in the RMA. If equipment with a different serial number is returned under the RMA, the equipment will be returned without being repaired. Customer must ship the Equipment to VBrick, at Customer's expense. Customer is responsible for properly packing the Equipment before it is shipped to VBrick.

If VBrick determines that the defect was not caused by accident, improper use, abuse, neglect, unauthorized alteration or service, inconsistent use with the specifications or any use other than ordinary use, VBrick shall, at its option, repair or replace the applicable part(s) of the Equipment within the limits of the program in which the Equipment is enrolled, and at VBrick's expense, return the Equipment to the Customer in the same or equivalent manner that the Equipment was delivered to VBrick.

Next Day Shipment: ensures that a replacement for defective Equipment will be shipped to the Customer before requiring the Customer to return the defective Equipment to VBrick. Equipment will be shipped to arrive at Customer's site the next business day after dispatch. However, any requests for replacement Equipment processed in North America after 3:00 PM Eastern Time (ET) may ship the following business day for second business day delivery. Any international requests for replacement processed after 3:00 PM ET may ship the following business day for international delivery. Delivery times depend upon each country customs regulations. VBrick is not responsible for any customs or tax charges related to any country other than the U.S.A. A replacement Equipment may be new or reconditioned of like kind, functionality, and quality. The defective Product or part must be returned to VBrick within fifteen (15) days of receipt of the replacement product; all shipping costs are borne by Customer. In the event the defective Equipment is not returned within fifteen (15) days, or is returned in an unacceptable condition, Customer agrees to pay the list price per Equipment as stated in the latest-current VBrick price list. Failure to pay the price or return the defective Equipment promptly will result in the suspension of Services or any other Warranty contracted by the Customer. Any single request for a single shipment of five (5) or more Equipment of the same type may be subject to delays.

DOA (Dead on arrival): A product can be deemed as DOA, after troubleshooting by VBrick Technical Support Services, if it is not fully functioning when it is setup for the first time or received with damage. It does not have to

VBRICK WARRANTY POLICY

be completely dead or non-functioning to qualify for DOA. It could be anything from a unit not powering up to a unit with a bent connector. If it's not fully functional or has damage when opened and setup for the first time, it qualifies as "DOA" and eligible for a cross ship replacement if within 30 days of the original ship date and registered runtime of the product is not more than 4 days. After 30 days, follow normal RMA process unless Manager of Support Services approves expedited RMA process.

VIII. REPLACEMENT PARTS.

Parts replaced during the Limited Warranty Period, as applicable, will be covered for the remaining term of such period or for thirty (30) days from time of replacement, whatever is longer. Such replacement parts may, at VBrick's option, be new or remanufactured. All parts removed from warranted Equipment shall become property of VBrick.

IX. PLATINUM PROGRAM - EXTENDED WARRANTY / MAINTENANCE -

Customers may purchase VBrick's Extended Warranty / Maintenance Program (Platinum) for their equipment at any time within thirty (30) days from the date indicated in the VBrick confirmation notice -and for additional 1 year incremental periods if renewals of the Extended Warranty / Maintenance Program are purchased (the "Extended Warranty / Maintenance Program").

Hardware coverage/warranty under this program is provided up to 5 years from the date the equipment is shipped from VBrick's facilities. After this period this program only covers technical support and major software releases.

X. GOLD and GOLD PLUS PROGRAMS - EXTENDED WARRANTY / MAINTENANCE -

VBrick's Limited Warranty Gold Program is in effect for one (1) year from the date indicated in the VBrick confirmation notice -and for additional periods if renewals of the Extended Warranty / Maintenance Program are purchased (the "Extended Warranty / Maintenance Program"). Periods must be consecutive one to each other. Customer shall not be allowed to renew the program for their Equipment and/or Software in the case the program period expired for the Equipment and/or Software in question and Customer missed to renew between 30 days of renewal due date.

Hardware coverage/warranty under this program is provided up to 5 years from the date the equipment is shipped from VBrick's facilities. After this period this program only covers technical support and minor software releases.

XI. SOFTWARE COVERAGE

Software: means all computer programming code, entirely in binary form, which is directly executable by a computer and includes those computer programs which have been licensed to Customer either as a separate product or as part of another VBrick Product.

Software coverage includes the following:

- Major Software Release (Software Upgrade): initial or new version of a software product or application. It means a version of the Software as classified by VBrick which has been enhanced, improved and/or modified and replaces the existing version of the Software. This includes any minor software releases, user interface changes, usability changes, and new features and functions. As an example a major release is denoted by a version change from 2.0 to 3.0
- Minor Software Release (Software Update): piece of software designed to correct discovered deficiencies and/or bugs affecting performance to the software description, program or its supporting data. This

VBRICK WARRANTY POLICY

includes improved performance, bugs fixes, or graphics replacement. As an example a minor releases is denoted by version changing from 2.0 to 2.1.

- Software upgrades during the Extended Warranty/Maintenance Program period. The upgrades will be provided to the Customer via CD-ROM or VBrick's website. The Customer is required to perform the upgrade.
- Software upgrades may not include upgrades that require disassembly of the Equipment.

XII. HARDWARE COVERAGE

Hardware coverage includes the following:

- Repair or replacement of defective Equipment during Warranty Program period.
- Firmware upgrades (upgrades of code that require disassembly of Equipment).

XIII. TECHNICAL SUPPORT SERVICES

The following is an explanation of services performed at each level:

- Level 1: provide answers and helpdesk for Equipment features. Basically all the "what" questions. This information can be found in the Equipment Documentation.
- Level 2: diagnose and troubleshoot complex network problems including multicast issues. Diagnose and troubleshoot Server software related problems. Provide answers on how to perform upgrades. Basically able to answer the entire "how" questions. This information can be found in the Equipment documentation and in training materials.
- Level 3: diagnose and troubleshoot "error and abnormal Equipment behaviors".

Onsite Support: When a problem cannot be resolved by utilizing remote technical support, VBrick will dispatch an engineer to arrive on-site pursuant to the Service level purchased by Customer. VBrick will not be held responsible for delays in the delivery of the services due to Customer's stoppage to provide access to Customer's facilities or due to security requirements. VBrick may comply with all Government or Customer imposed security requirements.

Online Support: When a problem cannot be resolved over the phone or email, VBrick will require permission and passage to access client's computer and data networks, hardware, programs and stored data files. This access is granted to facilitate the evaluation of the state of the VBrick products, computer, its programs, settings and data to determine what problem(s) may need to be corrected. VBrick may troubleshoot, evaluate, run programs, install/uninstall software, reconfigure and/or otherwise perform service or technical support work on said computer, and any network or equipment that is attached either directly or through an internal network. VBrick may make any changes that are determined necessary to increase the performance of the equipment and/or to alleviate the problem at hand or any other problem discovered during the course of the remote evaluation and assistance.

This permission is granted fully, without limit and willfully by the remote support client, and said evaluation takes place at client's direct request. In no event shall VBrick or its employees be liable for any data loss, either currently or previously stored on any computing equipment at clients home or on client's business network, further clarifying and affirming the separation of liability authorized and executed by client. By allowing VBrick remote access, client agrees to all of these terms and conditions.

The Extended Warranty/Maintenance Program is obtained in the manner outlined in Part IX, X above and is limited as provided in the introduction and Parts III, IV, V, VII, VII and XI, XII, XIII above.

XIV. PRODUCTS OUT OF WARRANTY RE-JOINING A WARRANTY PROGRAM

VBRICK WARRANTY POLICY

- No product can be renewed under the old warranty program except for products from GSA customers and only until the new GSA pricing becomes effective.
- If warranty coverage has lapsed, there can be NO Hardware repair claim made for a minimum of 60 days after the renewal. If a claim is made within the first 60 days - it will be billed to the customer at the published repair rate.
- Reinstatement fees will be assessed at the following rates:
 - Less than 183 days - will be prorated for the period based on the warranty coverage agreement being purchased.
 - More than 183 days will be 75% of a one year support agreement based on the warranty coverage agreement being purchased.

XV. REPAIR SERVICE OUTSIDE WARRANTY OR MAINTENANCE PROGRAM POLICY.

In the event that Equipment requires service that is not covered by VBrick's Limited Warranty or any other Program, Equipment may be shipped to VBrick for repair via VBrick's standard charges. Customer must notify VBrick's Technical Customer Support of the problem via telephone at (203) 303-0222, or via website at <http://www.vbrick.com/support>, obtain a RMA and ship the Equipment to VBrick, at Customer's expense. Repairs are performed under flat fee charges (please refer to latest VBrick's price list for charges). VBrick will repair the Equipment within five (5) business days from the date the equipment is delivered at VBrick's facilities and will, at VBrick's expense, return the Equipment to Customer in the same or equivalent manner that the Equipment was delivered to VBrick.

Limited Services Warranty. THE PROVISION OF SOFTWARE SUPPORT SERVICES DOES NOT EXTEND, MODIFY OR ENHANCE THE ORIGINAL SOFTWARE WARRANTIES, IF ANY, FOR THE VBRICK PRODUCT (S). VBRICK DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES WITH RESPECT TO INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

VBRICK NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PARTY TO ASSUME ANY OTHER LIABILITIES IN CONNECTION WITH THE SOFTWARE SUPPORT SERVICE(S) PROVIDED HEREUNDER.

Force Majeure.

VBrick shall not be liable for its failure to perform due to unforeseen circumstances or any causes beyond VBrick's reasonable control ("Force Majeure"). In the event of Force Majeure, VBrick's performance will be extended for a period equal to the duration of the delay caused hereby.

Termination for Default, Unsupportable Implementations.

VBrick reserves the right to terminate any Equipment or Software Support Services provided hereunder if VBrick, in its sole discretion, determines that Customer implementation of the VBrick Product for which such Software Support Services are procured is not supportable by VBrick. In such event, VBrick will promptly notify Customer in writing and a pro-rata refund of any applicable Warranty fee(s) will be provided.

Additionally, without limiting any other remedies available under this Agreement, at law, or in equity, VBrick shall have the right to terminate this Agreement with prior notice for Customer violation of any of the material provisions hereunder if such violation remains uncured for a period of thirty (30) days after receipt of notice.

Assignment.

Customer may not assign Software Support Services without the prior written approval of VBrick, except to a

VBRICK WARRANTY POLICY

successor in-interest as a result of a merger, acquisition, or other change of control. Any other assignment performed in the absence of VBrick's prior written consent will be null and void.

Export Law Regulations.

Customer agrees that will not export, either directly or indirectly, any VBrick Product, material or data provided in the course of receiving Software Support Services without first obtaining any required license or other approval from the U. S. Department of Commerce or any other agency or department of the United States Government. In the event that Customer export any VBrick Product from the United States, or re-export it from a foreign destination, Customer agrees to ensure that the distribution and export/re-export or import of the VBrick Product is in compliance with all laws, regulations, orders, or other restrictions of the U.S. Export Administration Regulations and the appropriate foreign government. Customer agrees that neither Customer nor any of Customer subsidiaries will export/re-export any VBrick Product, material or data provided in the course of receiving Software Support Services, directly or indirectly, to any country for which the United States government or any agency thereof or the foreign government from where it is shipping requires an export license, or other governmental approval, without first obtaining such license or approval.

General Provisions.

- a. Customer acknowledges that in providing Software Support Services, VBrick is acting as an independent contractor.
- b. Customer completed order for Software Support Services, these terms and conditions and the respective end user license agreement for the VBrick Product constitute the entire agreement between the parties on the subject matter herein ("Agreement") and supersedes all prior and contemporaneous agreements and understandings, including without limitation, any different, conflicting or additional terms and conditions which may appear on any purchase order or other writing which Customer may submit to VBrick. To the extent that there are any conflicts between Customer completed order for Software Support Services, these terms and conditions, and the end user license agreement for the VBrick Product, these terms and conditions of this Agreement shall govern.
- c. Any claim arising under or relating to this Agreement shall be governed by the internal substantive laws of the State of Delaware or federal courts located in Delaware, without regard to principles of conflict of laws.
- d. All rights and remedies whether conferred hereunder, or by any other instrument or law will be cumulative and may be exercised singularly or concurrently. The provisions of this Agreement are deemed to be severable. In case that public policy overrules a provision set forth in these terms and conditions or a provision is not enforceable, other provisions are not affected. Failure by VBrick to enforce any term will not be deemed a waiver of future enforcement of that or any other term. Furthermore, Customer agrees that the terms of the Convention of Contracts for the International Sale of Goods (CISG) do not apply to this Agreement.
- e. Software Maintenance is sold for each VBrick appliance, or supported computer, and may be applied to those products specified by serial number at the time of purchase.
- f. Customer shall notify VBrick in writing that wants to renew Warranty / Services for the Equipment and/or Software between 30 days of Warranty / Services expiration date.

VBrick reserves the right to modify the terms and conditions of this Limited Warranty, Service, and Programs at any time. VBrick will provide a written notification to customers with 30 days in advance of such modifications. The Customer may elect to reject the changes and terminate the Warranty, Services, and/or Program. If the Customer terminates their services under previous conditions, they will receive a prorated money refund for the time left on their contracted Warranty, Services, and/or Programs.

State of Texas

Historically Underutilized Business Certification and Compliance Program



The Texas Comptroller of Public Accounts (CPA),
hereby certifies that

DATA PROJECTIONS, INC.

has successfully met the established requirements of the
State of Texas Historically Underutilized Business (HUB) Program
to be recognized as a HUB.

This certificate, printed 25-MAY-2012, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

A handwritten signature in cursive script that reads "Paul A. Gibson".

Certificate/VID Number: 1760326022900
File/Vendor Number: 024293
Approval Date: 14-MAY-2012
Expiration Date: 14-MAY-2016

Paul A. Gibson
Statewide HUB Program Manager
Texas Comptroller of Public Accounts
Texas Procurement and Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement//cdbl/hubonly.html>) or by contacting the HUB Program at (888) 863-5881 or (512) 463-5872.

State of Texas

Historically Underutilized Business Certification and Compliance Program



The Texas Comptroller of Public Accounts (CPA),
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A handwritten signature in cursive script that reads "Paul A. Gibson".

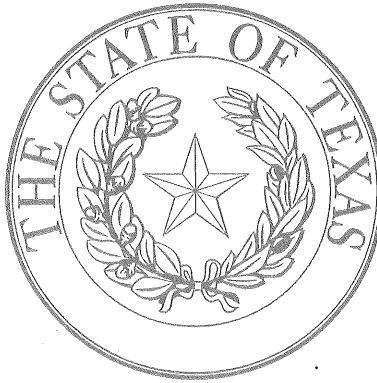
Certificate/VID Number: 1760326022903
File/Vendor Number: 085833
Approval Date: 14-MAY-2012
Expiration Date: 14-MAY-2016

Paul A. Gibson
Statewide HUB Program Manager
Texas Comptroller of Public Accounts
Texas Procurement and Support Services Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement//cdbl/hubonly.html>) or by contacting the HUB Program at (888) 863-5881 or (512) 463-5872.

State of Texas

Historically Underutilized Business Certification and Compliance Program



The Texas Comptroller of Public Accounts (CPA),
hereby certifies that

DATA PROJECTIONS, INC.

has successfully met the established requirements of the
State of Texas Historically Underutilized Business (HUB) Program
to be recognized as a HUB.

This certificate, printed 25-MAY-2012, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

A handwritten signature in cursive script that reads "Paul A. Gibson".

Certificate/VID Number: 1760326022902
File/Vendor Number: 085832
Approval Date: 14-MAY-2012
Expiration Date: 14-MAY-2016

Paul A. Gibson
Statewide HUB Program Manager
Texas Comptroller of Public Accounts
Texas Procurement and Support Services Division

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hereby grants

National Women's Business Enterprise Certification to Data Projections, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by
Women's Business Enterprise Alliance, a WBENC Regional Partner Organization.

Expiration Date: 08/31/2015
WBENC National Certificate Number: 2005111160


Authorized by April Day, President,
Women's Business Enterprise Alliance



NAICS Codes: 541519

UNSPSC Codes: 80161507, 52161600

