



KEY GOVERNMENT FINANCE, INC.
11030 CIRCLE POINT RD 2ND FL
WESTMINSTER, CO 80020

Remittance Section

Account Number: 193360001
Invoice Date: 09/17/2013
Invoice Number: 193360001310
Due Date: 10/15/2013
Total Amount Due: \$60,688.39

Check here for change of address (see reverse for details)

Amount Enclosed: \$ _____

4662001170 PRESORT 1170 1 MB 0.405 P1C8



CITY OF BRYAN
ATTN ACCOUNTS PAYABLE
PO BOX 1000
BRYAN TX 77805-1000

Send Payment To:

KEY GOVERNMENT FINANCE, INC.
PO BOX 74238
CLEVELAND, OH 44194-0002



30801014760 000193360001310 06068839 3

Return upper section with your payment, keep this section for your records. Thank you for your business.



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PO BOX 74238
CLEVELAND, OH 44194-0002

Contact Customer Service:
Phone: 877-717-6626
CustomerService@Key.com
8:00 am to 5:00 pm Monday - Friday

Customer Communications

REMINDER: Please notify us of any changes in your address or equipment location so we can update your records.

To pay via wire, use routing number 021300077 account 329959027940 to Key Bank NA 1000 S. McCaslin Blvd Superior CO 80027 and please include your account name and account number in the reference information so that your funds will be applied as quickly as possible.

Thank you for being a valued customer, we appreciate your business.

Summary

Description	10/15/2013	Total
Payment Due	\$60,688.39	\$60,688.39
Total Due	\$60,688.39	\$60,688.39

Detail

DESCRIPTION	DUE DATE	CHARGE
Contract #: 41028 Description: MAINTENANCE		
Payment Due	10/15/2013	60,688.39
	SUBTOTAL:	60,688.39
	TOTAL AMOUNT DUE:	\$60,688.39

Change of Address Form

Have you changed your billing address or phone number or moved your equipment? Complete this form with the new contact information and send with your payment so we can update your records.

Account Number: _____ Authorized Signature (Required): _____

Name on account: _____

Street Address (PO Boxes only allowed for Billing Address) _____ City _____ State _____ Zip _____

Phone: _____ Fax: _____ Email: _____

Changes above apply to:

- Main customer address (cannot be a PO Box) Billing Address Equipment Address (cannot be a PO Box) All

Be sure to check the Change of Address box on the front. If you need to provide more information than what will fit on this form, please contact Customer Service

IMPORTANT INFORMATION TO HELP US SERVE YOU BETTER

Payment Information

Standard Mail: Mail your payment with remittance slip to the address indicated on the remittance slip. Allow five to seven days for your payment to reach the payment address. Important Note: In order to ensure timely processing of your payment, please be sure to include the tear-off stub portion of the invoice with your payment (include all stubs if paying from multiple invoices).

Phone Pay: We offer you the option to make your payment over the phone with your checking account. If you would like to take advantage of this service, please contact Customer Service and one of our representatives will assist you with this one time transaction.

EFT: For your convenience we offer Electronic Funds Transfer (EFT) for your monthly payments. With EFT your payment will be automatically deducted from your designated bank account each month on the payment due date. Please contact Customer Service for more information.

Wire Transfer: If you would like instructions for making a wire transfer from your account, please contact Customer Service.

Correspondence

All non-payment correspondence, such as legal notifications, written requests and/or address change information should be mailed to:
Customer Service
11030 Circle Point Road 2nd Floor
Westminster, CO 80020
Fax: 800-318-7177

Tax Information

Sales or Use Tax: If your contract requires monthly sales or use tax payments, your tax amount will automatically be adjusted for any change in local sales or use tax rates. Your contract will be taxed according to state, county and city law based on the address where the equipment is located. Please contact Customer Service with any questions.

Property Tax: Business purpose equipment is often subject to Personal Property Tax (PPT) and PPT will vary from state to state and in some cases from county to county. If your equipment is subject to PPT in your local area, we will pay that personal property tax on your behalf and then invoice you for the reimbursement. You may also contact your local taxing authority if you have any questions about PPT.

Payoff, End of Term & Equipment Moves

Payoffs: If you need to obtain a Payoff please contact Customer Service.

End of Term: Your contract may require written notification of your intentions prior to the end of the contract term. Your contract may also require specific return and maintenance conditions. Please refer to your contract for the details.

Transfers: Your contract is non-transferable. However, under certain conditions, we may consider allowing your contract to be assumed by another party. Please contact Customer Service for further assistance.

Pre-Payment/Early Termination: While your contract may not include a pre-payment option, we may be willing to permit a pre-payment and thus an early termination of the contract. Please review the Terms and Conditions of the contract you signed or contact Customer Service with any additional questions.

Equipment Move Options: You should not move the equipment without prior approval from us. Please contact Customer Service for instructions to submit a written request on your company letterhead.

Insurance Information

Insurance Charges: You are required to maintain insurance on the equipment per your contract. If you do not provide sufficient proof of your own insurance coverage, we may purchase coverage and pass that cost to you. If we purchase insurance for the equipment, the charges that will appear on your invoice include reimbursement for premiums advanced to the insurer, finance charges, billing and tracking fees, administrative expenses, and other related fees. A portion of the insurance charge may include a profit.

Insurance Options: You always maintain the option to purchase required insurance coverage through a provider of your choice. You may also contact our insurance department for coverage options. In addition to fire, theft and other perils normally covered under a commercial policy, our policy also covers power surge and flood.

Questions regarding insurance charges or coverage options should be directed to: (800) 310-9135.
Documentation related to insurance should be faxed to: (866) 541-0096.

Key Government Finance, Inc., on behalf of Cisco Systems Capital Corp.
 Payment Plan Application for State, Local Government and Education Customers



Customer (Full Legal Name)	City of Bryan
Federal Tax ID #	74-6000441
Street Address	801 E 29th St
City, State, and Zip	Bryan, TX 77803
Fiscal Year Begins	Oct. 1, 2010

Customer Contact	David Parker
Title	Network Systems Supervisor
Phone and FAX No.	979-209-5480 f) 979-209-5489
e-mail address	dparker@bryantx.gov

Invoices to be sent to:

Contact
 Department
 Street Address
 City, State, and Zip
 Phone and FAX No.
 e-mail address
 Special Instructions

Contact	Denise Vajdak
Department	Information Technology
Street Address	801 E 29th St
City, State, and Zip	Bryan, TX 77803
Phone and FAX No.	979-209-5470 f) 979-209-5489
e-mail address	dvajdak@bryantx.gov
Special Instructions	

Contract Signer	Gus Roman
Title	IT Director
Phone and FAX No.	979-209-5486
e-mail address	groman@bryantx.gov

1. Please describe the services covered under the Payment Plan:
 Cisco Smartnets

2. Please fully explain the use of the equipment, covered by the services, including any specific department that may be its primary user:
 Voice, Data and Security hardware and software for the City of Bryan Information Technology needs.

3. Are the services a renewal, upgrade, addition or new to the department?	Renewal
4. If renewal, what is the renewal date of the services contract?	Sept. 5th 2010
5. From which fund will the Payment Plan repayment be made?	General Fund
6. Will any loan or grant monies be directly used to make Payment Plan repayments?	No
7. Have funds been appropriated for the repayments due on the proposed Payment Plan during the current budgetary period?	Yes
8. Have you ever non-appropriated on an obligation?	No
9. Are you self-insured?	Yes

Submitted by (Name):	Gus Roman	Title:	IT Director
Signature:		Date:	8-24-10

So that we may begin our credit review process, please fax this Application, along with your Services Quote and the signed Payment Plan Proposal; to (216) 370-4109.
For requests greater than \$250,000, please mail the most recent 2 Years of Audited Financial Statements.

Jason Hennings
 Key Government Finance, Inc.
 1000 S. McCaslin Blvd.
 Superior CO 80027

CISCO CAPITAL SERVICES FINANCING OPTION

August 18, 2010

City of Bryan



PAYMENT OPTION: The payment plan will be completed by Key Government Finance, Cisco Systems Capital's financing partner for government and education customers. Payments due under the payment plan will be made directly to Key Government Finance at P.O. Box 1187, Englewood, CO 80150-1187.

SELLER: Key Government Finance, Inc.

CUSTOMER: City of Bryan

PROJECT: Cisco Systems Products - Maintenance Renewal

SmartNet Maintenance Cost	5 Years
UCSS	\$265,098.80
TOTAL AMOUNT UNDER PAYMENT PLAN	\$303,443.80

PAYMENT PLAN STRUCTURE: This is a SLED Services Payment Plan

Amount under Payment Plan	Customer Interest Rate	Payments	Payment Factor(*)	Prnts / Year	Term	Adv. / Adv. Advance
\$303,443.80	0.00%	\$60,688.36	0.2	1	5 Years	

(*) The payment factor expresses the payment as a percentage of the Amount under Payment Plan. To calculate the periodic payment for any Amount under Payment Plan, multiply the payment factor by the Amount under Payment Plan.

LEASE RATE EXPIRATION DATE: Thirty (30) Days from Quote Date

SPECIAL FINANCING INCENTIVE: This proposal is based on the assumption that Cisco Systems, Inc. or the reseller, if any, will provide a special financing incentive, as shown above, to Cisco Systems Capital prior to payment plan funding. This special financing incentive must be approved by a Cisco Systems, Inc. Area Controller prior to payment plan funding.

APPROVAL: The payment plan contemplated by this proposal is subject to the execution and delivery of all appropriate documents (in form satisfactory to Seller), including without limitation, to the extent applicable, the Payment Plan Agreement, any Schedule or other documents or agreements reasonably required by Seller. This proposal, until credit approved, serves as a quotation, not a commitment by Key Government Finance to provide credit. Final acceptance of this proposal is subject to credit, collateral and essential use review and approval by Seller.

To the extent the financing qualifies for designation under Section 265(b)(3)(B) of the Internal Revenue Code of 1986, as amended, Key Government Finance, Inc., requests that the financing be so designated.

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES
CONTRACT FOR PRODUCTS AND RELATED SERVICES

INX, Inc.

1. Introduction

A. Parties

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and INX, Inc. (hereinafter "Vendor"), with its principal place of business at 1955 Lakeway Drive, St. 220, Lewisville, Texas 75057.

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-SDD-TMP-153, on December 18, 2009, for Data Communications & Telecommunications Networking Equipment and Related Services. Upon execution of this Contract, a notice of award for RFO DIR-SDD-TMP-153 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence

This Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Master Lease Agreement; Exhibit 1, Vendor's Response to RFO DIR-SDD-TMP-153, including all addenda; and Exhibit 2, RFO DIR-SDD-TMP-153, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

The term of this Contract shall be one (1) year commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to three (3) optional one-year terms.

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to Data Communications & Telecommunications Networking Equipment and Related Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

B. Services

Services available under this Contract are limited to those services specifically related to Data Communications & Telecommunications Networking Equipment and Related Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Pricing

A. Manufacturer's Suggested Retail Price (MSRP)

MSRP is defined as the product sales price suggested by the manufacturer or publisher of a product.

B. Customer Discount

The minimum Customer discount for all products and services will be the percentage off MSRP as specified in Appendix C. Customer Discount includes the DIR administrative Fee specified in Section 5.

C. Customer Price

1) The price to the Customer shall be calculated as follows:

$$\text{Customer Price} = \text{MSRP} - \text{Customer Discount}$$

2) Customers purchasing products and services under this Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request.

3) If pricing for products or services available under this Contract are provided at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract or (ii) any other entity or consortia authorized by Texas law to sell said products and services to eligible Customers, then the available Customer Price in this Contract shall be adjusted to that lower price. This Contract shall be amended within ten (10) business days to reflect the lower price.

D. DIR Administrative Fee

The administrative fee specified in Section 5 below shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

E. Shipping and Handling Fees

The price to the Customer under this Contract shall include all shipping and handling fees. Shipments will be Free On Board Customer's destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited delivery, Customer will be responsible for any charges for expedited delivery.

F. Tax-Exempt

As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j).

G. Travel Expense Reimbursement

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program. Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in Section 5 below is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer.

H. Changes to Prices

Vendor may change the price of any product or service at any time, based upon changes to the MSRP, but discount levels shall remain consistent with the discount levels specified in this Contract. Price decreases shall take effect automatically during the term of this Contract and shall be passed onto the Customer immediately.

5. DIR Administrative Fee

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is one percent (1.00%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$1,000.

B) All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor. Any change in the administrative fee shall be incorporated in the price to the Customer.

6. Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Sherri Parks, Director
Contracting & Procurement Services
Department of Information Resources
300 West 15th Street, Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700
Facsimile: (512) 475-4759
Email: sherri.parks@dir.state.tx.us

If sent to the Vendor:

Don Smith
INX, Inc.
7600 North Capital of Texas Hwy, Bldg. B, St. 120
Austin, TX 78731
Phone: (512) 795-7101
Facsimile: ((512) 795-8844
Email: dsmith@inxi.com

7. Software License and Master Lease Agreement

A. Shrink/Click-wrap License Agreement

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

B. Master Lease Agreement

The parties to this Contract agree to the terms and conditions, as stated within Appendix D, Master Lease Agreement, attached hereto, that allow leasing of the Products identified in Section 3 Product and Service Offerings of the Contract in addition to purchase sales.

8. Intellectual Property Matters

A. Definitions

1. “Work Product” means any and all deliverables produced by Vendor for Customer under a Statement of Work issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with this Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer’s benefit: (a) by any Vendor personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

2. “Intellectual Property Rights” means the worldwide legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations; and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

3. "Statement of Work" means a document signed by Customer and Vendor describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Vendor is to provide Customer, issued pursuant to the Contract.

4. "Third Party IP" means the Intellectual Property Rights of any third party not a party to this Contract, and which is not directly or indirectly providing any goods or services to Customer under this Contract.

5. "Vendor IP" shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Vendor (a) prior to providing any Services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of Customer relating to the Services or Work Product, or (b) after the Effective Date of the Contract if such tangible or intangible items or things were independently developed by Vendor outside Vendor's provision of Services or Work Product for Customer hereunder and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

B. Ownership.

As between Vendor and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Vendor. Vendor specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Vendor hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Customer all right, title and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Vendor acknowledges that Vendor and Customer do not intend Vendor to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday thru Friday, 8AM to 5PM) and upon reasonable prior notice to Vendor, to all Vendor materials, premises and computer files containing the Work Product. Vendor and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work Product by Vendor.

C. Further Actions.

Vendor, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Vendor's signature due to the dissolution of Vendor or Vendor's unreasonable failure to respond to Customer's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Vendor hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Vendor's agent and Vendor's attorney-in-fact to act for and in Vendor's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Vendor, provided however that no such grant of right to Customer is applicable if Vendor fails to execute any document due to a good faith dispute by Vendor with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Vendor shall cooperate, at Customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

D. Waiver of Moral Rights.

Vendor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Vendor may now have or which may accrue to Vendor's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Vendor acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

E. Confidentiality.

All documents, information and materials forwarded to Vendor by Customer for use in and preparation of the Work Product, shall be deemed the confidential information of Customer, and subject to the license granted by Customer to Vendor under sub-paragraph H. hereunder, Vendor shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.

F. Injunctive Relief.

The Contract is intended to protect Customer's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Vendor

acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of this Contract, upon a request by Customer, without requiring proof of irreparable injury as same should be presumed.

G. Return of Materials Pertaining to Work Product.

Upon the request of Customer, but in any event upon termination or expiration of this Contract or a Statement of Work, Vendor shall surrender to Customer all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Vendor or furnished by Customer to Vendor, including all materials embodying the Work Product, any Customer confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Vendor by Customer or by anyone else that pertains to the Work Product.

H. Vendor License to Use.

Customer hereby grants to Vendor a non-transferable, non-exclusive, royalty-free, fully paid-up license to use any Work Product solely as necessary to provide the Services to Customer. Except as provided in this Section, neither Vendor nor any Subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.

I. Third-Party Underlying and Derivative Works.

To the extent that any Vendor IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the Services, Vendor hereby grants to the Customer, or shall obtain from the applicable third party for Customer's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Customer's internal business purposes only, to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Vendor IP or Third Party IP and any derivative works thereof embodied in or delivered to Customer in conjunction with the Work Product, and (ii) authorize others to do any or all of the foregoing. Vendor agrees to notify Customer on delivery of the Work Product or Services if such materials include any Third Party IP. On request, Vendor shall provide Customer with documentation indicating a third party's written approval for Vendor to use any Third Party IP that may be embodied or reflected in the Work Product.

J. Agreement with Subcontracts.

Vendor agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing Services or Work Product pursuant to the Contract, prior to their providing such Services or Work Product, and that it shall maintain such written agreements at all times during performance of this

Contract, which are sufficient to support all performance and grants of rights by Vendor. Copies of such agreements shall be provided to the Customer promptly upon request.

K. License to Customer.

Vendor grants to Customer, a perpetual, irrevocable, royalty free license, solely for the Customer's internal business purposes, to use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Vendor IP embodied in or delivered to Customer in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carryout Customer's internal business use of the Work Product. Except for the preceding license, all rights in Vendor IP remain in Vendor.

L. Vendor Development Rights.

To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in this Contract shall preclude Vendor from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Vendor wishes to use the Work Product, or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Vendor and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

9. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.

A. Appendix A, Section 9, Vendor Responsibilities, A. Indemnification, is hereby amended and restated in its entirety as follows:

Indemnification

1) Acts or Omissions

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND /OR DESIGNEES FROM AND AGAINST ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS FEES AND EXPENSES, arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract REGARDLESS OF THE NEGLIGENCE OF THE CUSTOMER, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND/OR DESIGNEES, VENDOR SHALL PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS FEES. THE DEFENSE SHALL BE COORDINATED BY THE OFFICE OF ATTORNEY GENERAL FOR TEXAS STATE AGENCIES AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS.

2) Infringements

a) Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND/OR DESIGNEES, from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEY'S FEES. THE DEFENSE SHALL BE COORDINATED BY THE OFFICE OF ATTORNEY GENERAL FOR TEXAS STATE AGENCY CUSTOMERS AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS.

Vendor shall have no liability if the alleged infringement is caused in whole or in part by: (i) use of the product or service in combination with product or services not provided under the Contact, (ii) use of the product or service for a purpose or in a manner for which the product or service was not designed, (iii) any modification made to the product without Vendor's written approval, (iv) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (v) any intellectual property right owned by or licensed to Customer, or (vi) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

b) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense: (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

3) Independent contractor

VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, IT IS FURNISHING SERVICES IN THE CAPACITY OF AN INDEPENDENT CONTRACTOR AND THAT VENDOR IS NOT AN EMPLOYEE OF THE CUSTOMER, DIR OR THE STATE OF TEXAS.

This Contract is executed to be effective as of the date of last signature.

INX, Inc.

Authorized By: Signature on File

Name: Paul Klotz

Title: VP Operations

Date: 5/13/10

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Cindy Reed

Title: Deputy Executive Director
Operations & Statewide Technology Sourcing

Date: 5/14/10

Legal: cjk 5/14/10

CISCO INFORMATION - Maintenance & TAC

Maintenance Terms -

***Co-Terminate** - all the items on the contract have the same End Date regardless of the start date. Also, any items added to the contract will assume the same End Date as the other Cisco Hardware or Software.

****EOS** - End Of Support (Service) it is the last date to receive service and support for the product. After this date, all support services for the product are unavailable, and the product becomes obsolete.

In Parent Unit - EOS - End Of Support (Service) it is the last date to receive service and support for the product. After this date, all support services for the product are the product are unavailable, and the product becomes obsolete.

***Cisco Software Application Support (SAS)** - Includes 24-hour technical assistance from the Cisco Technical Assistance Center (TAC) via telephone and the Web, online tools, plus bug fixes, maintenance, and minor releases for the software application.

***Cisco Software Application Support Plus Upgrades (SASU)** - Includes 24-hour technical assistance from the Cisco Technical Assistance Center (TAC) via telephone and the Web, online tools, plus bug fixes, maintenance, minor releases, and major releases (Upgrades) for the software application.

***Essential Software & Unified Communication Subscription Services (ESW & UCSS)** - Includes 24-hour technical assistance from the Cisco Technical Assistance Center (TAC) via telephone and the Web, online tools, plus bug fixes, maintenance, minor releases, and major releases (Upg).

***SMARTnet Standard 8x5xNBD (SNT)** - Next-business-day delivery of advance replacement parts, provided therequest is received prior to 3pm local time.

***Cisco Services for IPS 8x5xNBD (SU1)** - IPS Signature Updates and Next-business-day delivery of advance replacement parts, provided the request is received prior to 3pm local time.

***SMARTnet Enhanced 8x5x4 (SNTE)** - Four business-hour response time for advanced replacement parts from 9am to 5pm local time, Monday through Friday, excluding Cisco observed holidays.

***Cisco Services for IPS 8x5x4 (SU2)** - IPS Signature Updates and Four business-hour response time for advanced replacement parts from 9am to 5pm local time, Monday through Friday, excluding Cisco observed holidays.

***SMARTnet Premium 24x7x4 (SNTP)** - Four-hour response time for advance replacement parts 24 hours a day, 7 days a week, including Cisco observed holidays.

***Cisco Services for IPS 7x24x4 (SU3)** - IPS Signature Updates and Four-hour response time for advance replacement parts 24 hours a day, 7 days a week, including Cisco observed holidays.

***SMARTnet Premium 24x7x2 (S2P)** - Two-hour response time for advance replacement parts 24 hours a day, 7 Days a week, including Cisco observed holidays. (Needs to be Approved by Cisco before booking for availability.)

***Cisco Services for IPS 24x7x2 (SU4)** - IPS Signature Updates and Two-hour response time for advance replacement parts 24 hours a day, 7 Days a week, including Cisco observed holidays. (Needs to be Approved by Cisco before bookingfor availability.)

***SMARTnet Onsite NBD (OS/CS)** - Next-business-day onsite service with parts (Monday through Friday, excluding Cisco-observed holidays) for onsite hardware maintenance, provided the call was placed with Cisco before 3pm local time. Includes onsite Field Engineer to install replacement parts.

***Cisco Services for IPS Onsite Engineer 8x5xNBD (SU01)** - IPS Signature Updates and Next-business-day onsite service with parts (Monday through Friday, excluding Cisco-observed holidays) for onsite hardware maintenance, provided the call was placed with Cisco before 3pm local time. Includes onsiteField Engineer to install replacement parts.

***SMARTnet Onsite 8x5x4 (OSE/C4S)** - Four-hour business response time for onsite service coverage with parts from 9am to 5pm local time Monday through Friday, excluding Cisco observed holidays. Includes onsite Field Engineer to install replacement parts.

***Cisco Services for IPS Onsite Engineer 8x5x4 (SU02)** - IPS Signature Updates and Four-hour business response time for onsite service coverage with parts from 9am to 5pm local time Monday through Friday, excluding Cisco observed holidays. Includes onsite Field Engineer to install replacement parts.

***SMARTnet Onsite 24x7x4 (OSP/C4P)** - Four-hour onsite service and parts, 24 hours a day, 365 days a year, including Cisco and locally observed holidaysfor onsite hardware maintenance. Includes onsite Field Engineer to install replacement parts.

***Cisco Services for IPS Onsite Engineer 24x7x4 (SU03)** - IPS Signature Updates and Four-hour onsite service and parts, 24 hours a day, 365 days a year, including Cisco and locally observed holidays for onsite hardware maintenance. Includes onsite Field Engineer to install replacement parts.

***SMARTnet Onsite 24x7x2 (C2P)** - Two-hour onsite service and parts, 24 hours a day, 365 days a year, including Cisco and locally observed holidays for onsite hardware maintenance. Includes onsite Field Engineer to install replacement parts. (Needs to be Approved by Cisco before booking for availability.)

***Cisco Services for IPS Onsite Engineer 24x7x2 (SU04)** - IPS Signature Updates and Two-hour onsite service and parts, 24 hours a day, 365 days a year,including Cisco and locally observed holidays for onsite hardware maintenance. Includes onsite Field Engineer to install replacement parts. (Needs to be Approved by Cisco before booking for availability.)

*** CISCO AVERAGE MAINTENANCE INCREASE IS FROM 6% - 8% PER YEAR ****
(A Multiyear Contract locks in Pricing)

CISCO TAC CONTACT INFORMATION # 1-800-553-2447 or 1-800-553-6387

Procedure :

- 1) Contract or Serial Number Needed**
- 2) Diagnosis of Problem**
- 3) Replacement Unit will arrive to Specified Service Level**
- 4) Reconfirm Shipping Address**
- 5) Contact INX with new Serial Number and TAC Case to make serial number adjustment to contract. (Goes to brandon.cernosek@inxi.com or lauren.darnell@inxi.com)**
- 6) Any Issues or Problems please call INX (Brandon Cernosek - 1.469.549.3849 or Lauren Darnell - 1.469.549.9829)**