



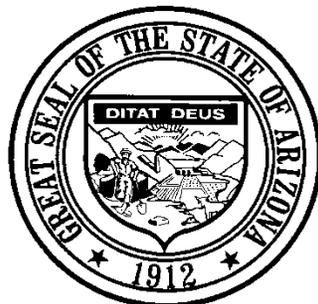
Software Value-Added Reseller (SVAR) Services
MASTER PRICE AGREEMENT

with

En Pointe Technologies Sales LLC
Contract No. ADSPO16-130653

State of Arizona
Lead State

Effective: April 8, 2016 to April 7, 2018





Offer and Acceptance

State of Arizona
State Procurement Office
100 North 15th Avenue, Suite 201
Phoenix, AZ 85007

SOLICITATION NO.: **ADSP016-00005829**

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OFFEROR: En Pointe Technologies Sales LLC

OF
76

OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

En Pointe Technologies Sales LLC

Company Name

1940 E. Mariposa Ave,

Address

El Segundo

CA

90245

City

State

Zip

Signature of Person Authorized to Sign Offer

Wasi Ahmed Yousaf

Printed Name

Director-IT & Operation

Title

Phone: 310-337-5908

Fax: 310-258-2310

E-Mail: iyunus@enpointe.com

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror 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 the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization IS/ IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No. available upon posting

The effective date of the Contract is April 8, 2016

The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

State of Arizona
Awarded this 5th day of April 2016

Procurement Officer



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Master Agreement

Section 1: General Information

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1.1 Purpose

The State of Arizona, State Procurement Office, is requesting proposals for Software Value-Added Reseller (SVAR) services in furtherance of the NASPO ValuePoint Cooperation Purchasing Program (NASPO ValuePoint). The purpose of this Request for Proposal (RFP) is to establish Master Agreements with qualified Offerors so that NASPO ValuePoint Cooperative Members may acquire Commercial off the Shelf Software (COTS) and related services from Software Value-Added Resellers.

The objective of this RFP is to obtain best value, and in some cases achieve more favorable pricing, than is obtainable by an individual state or local government entity because of the collective volume of potential purchases by numerous state and local government entities. The Master Agreement(s) resulting from this procurement may be used by state governments (including departments, agencies, institutions), institutions of higher education, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), the District of Columbia, territories of the United States, and other eligible entities subject to approval of the individual state procurement director and compliance with local statutory and regulatory provisions, as explained in section 3 of the NASPO ValuePoint Master Agreement Terms and Conditions. The initial term of the Master Agreement shall be two (2) years with renewal provisions as outlined in Section 3 of the NASPO ValuePoint Master Terms and Conditions (Section 4).

1.2 Lead State, Solicitation Number and Lead State Contract Administrator (LSCA)

The State of Arizona, State Procurement Office (SPO) is the Lead State and issuing office for this document and all subsequent addenda relating to it. This solicitation (RFP) is a competitive process, in accordance with the Arizona Procurement Code available at <https://spo.az.gov/>. The Arizona Procurement Code is a compilation in one place of Arizona Revised Statutes (ARS) 41-2501 et seq. and administrative rules and regulations A.A.C R2-7-1010 et.seq. The Solicitation #ADSP016-00005829 must be referred to on all proposals, correspondence, and documentation relating to this RFP.

The Lead State Contract Administrator (LSCA) identified below is the single point of contact during this procurement process. Offerors and interested persons shall direct to the Lead State Contract Administrator all questions concerning the procurement process, technical requirements of this RFP, contractual requirements, requests for brand approval, change, clarification, protests, the award process, and any other questions that may arise related to this solicitation and the resulting Master Agreement. The Lead State Contract Administrator (LSCA) designated by the State of Arizona, State Procurement Office is:

Charlotte Righetti, CPPB, CTNS State Procurement Manager
State of Arizona, State Procurement Office
100 N. 15th Avenue, Suite 201
Phoenix, Arizona 85007
Phone: (602)542.9127

1.3 NASPO ValuePoint Background Information

NASPO ValuePoint (formerly known as WSCA-NASPO) is a cooperative purchasing program of all 50 states, the District of Columbia and the territories of the United States. The Program is facilitated by the NASPO Cooperative Purchasing Organization LLC, a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO), doing business as NASPO ValuePoint. NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each



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of the 50 states, the District of Columbia and the territories of the United States. NASPO ValuePoint facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. For more information consult the following websites: www.naspovaluepoint.org and www.naspo.org.

1.4 Participating States

In addition to the Lead State conducting this solicitation, the Participating States listed below have requested to be named in this RFP as potential Users of the resulting Master Agreement. Other entities may become Participating Entities after award of the Master Agreement. State specific terms and conditions will govern each state's Participating Addendum that will govern each state's Participating Addendum. A listing of the Participating States can be found in Exhibit I.

1.5 Definitions – all capitalized terms in this document have the meaning as defined in AAC R2-7-101. Any capitalized term not defined in AAC R2-7-101 has the meaning defined below.

"Appliance" means a separate and discrete hardware device with integrated software (firmware), specifically designed to provide a specific computing resource. For the purposes of this solicitation only an "Appliance" which is the sole means of obtaining the Software product is allowable.

"Attachment" means any item the Solicitation requires an Offeror to submit as part of the Offer.

"Best and Final Offer (BAFO)" means a revision to an Offer submitted after negotiations are completed that contains the Offeror's most favorable terms for price, service, and products to be delivered.

"Commercial Off the Shelf" ("COTS") for the purposes of this solicitation means non-developmental software which has been created for specific uses and is available to the general public in the commercial marketplace. COTS products are designed to be implemented easily into existing systems without the need for customization.

"End-User License Agreement (EULA)" is a legal contract between the manufacturer (publisher) and the end User of an application that details how the software can and cannot be used.

"eProcurement (Electronic Procurement)" means conducting all or some of the procurement function over the Internet. Point, click, buy and ship Internet technology is replacing paper-based procurement and supply management business processes. Elements of eProcurement also include Invitation for Bids, Request for Proposals, and Request for Quotations.

"Excluded Software Publishers" means a Software Publisher who is unwilling to do business with a Reseller.

"Exhibit" means any document or object labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.



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“Lead State Contract Administrator” (“LSCA”) means the Procurement Officer for the Master Agreement.

“Master Agreement” (“MPA”) means the contractual agreement executed between the winning (awarded) contractor (s) and the Lead State conducting the procurement on behalf of NASPO ValuePoint.

“Non-perpetual license” or “Subscription License” is a temporary license that provides the right to use a particular licensed product until the end of the license-agreement term.

“Participating State Contract Administrator” (“PSCA”) means the Procurement Officer for the Participating State.

“Perpetual license” means a license which is everlasting and valid if the software is being used in accordance with the license-agreement requirements.

“Person” means any corporation, business, individual, union, committee, club, or other organization or group of individuals

“Publisher” means a software manufacturer (e.g., Microsoft)

“Reseller” means a Software Value-Added Reseller who is awarded under this solicitation, and who has a fully-executed (MPA and PA-s) contract.

“Reseller Cost” means the price that the Reseller pays the Publisher or Distributor to purchase software on behalf of the Participating State. Reseller Cost should not include any administrative or other mark-up costs.

“Software” means the computer program, including media and associated documentation.

“Software Licensing” means allowing an individual or group to use a piece of software.

“Software Maintenance and Support” means any software upgrades, annual updates, patches and fixes needed to improve functionality and keep the software in working order.

“Solicitation Amendment” means a change to the Solicitation issued by the Procurement Officer.

“Volume License Agreements (VLAs)” means an agreement with a Software Publisher wherein the Participating State’s total expected purchasing over a period of time is considered in establishing the discount level.



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Section 2: Scope of Work

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2.1 Software Value-Added Reseller ('Reseller' – "SVAR")

2.1.1 Software Value-Added Reseller ('Reseller' – "SVAR") shall be a large account reseller authorized to sell products direct from Key Software Publishers or authorized Distributors.

2.1.2 SVAR shall do the following:

2.1.2.1 Provide Commercial Off-the-Shelf-Software (COTS).

2.1.2.2 Honor existing Volume or Enterprise license agreements.

2.1.2.3 Offer maintenance and support packages on licenses already owned by the Participating State and other Purchasing Entities.

2.1.2.4 Advise the LSCA, each PSCA, and other Purchasing Entities of SVAR's channel partner status with Key Software Publishers.

2.1.2.5 Retain or enhance reseller certifications with software publishers - At a minimum, maintain Reseller certification levels held at time of award.

If Reseller's certification or reseller status is withdrawn or reduced, Reseller is required to immediately notify, in writing, the Lead State Contract Administrator (LSCA), each PSCA and other Purchasing Entities explaining:

- The change;
- The impact on their costs to obtain the product;
- Limitations on the products or services they may provide; and,
- The reasons for the change.

Failure to provide the required notification, regarding significant negative changes in their reseller status, may be grounds for suspension or cancellation of the MPA and PA's.

2.1.2.6 Provide Pre-Sale Advisement - **There shall be no charge for these services:**

2.1.2.6.1 Advise the Purchasing Entity in making strategic software application decisions by providing evaluation copies, product comparisons, needs analysis, product information and application recommendations.

2.1.2.6.2 Act as liaison between the Purchasing Entity and individual publishers in identifying best approaches and cost savings opportunities for the Purchasing Entity.

2.1.1.6.3 Examples of such advice would be:

- In selecting appropriate software;
- In explaining Volume License Agreements with complicated rules;
- In determining the most cost-effective buying strategies;
- In ensuring that Participating States and other Purchasing Entities are in compliance with licensing requirements; and,
- In finding software options to meet a specific need, for example, a flow-charting package.

2.1.2.7 Reseller shall negotiate to reduce Reseller Cost, to pass on savings to the Participating State and other Purchasing Entities.



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- 2.1.2.8 Provide assistance in explaining and developing Volume License and Enterprise Agreements.
- 2.1.2.9 Provide Software Installation Assistance.
 - 2.1.2.9.1 Provide, at no additional cost, assistance or advice in basic installation or implementation of COTS product.
 - 2.1.2.8.2 If the Purchasing Entity encounters difficulty in downloading or installing the software, the Reseller must provide assistance within eight (8) business hours of being informed of the problem.
- 2.1.2.10 Provide Software De-Installation Assistance.
- 2.1.2.11 Provide Tracking, Management, Usage Monitoring and Reporting of Licenses
 - 2.1.2.11.1 Reseller shall have in place a product license inventory and asset management system, which will include an accurate inventory record of product licenses purchased under this Contract.
 - 2.1.2.11.2 Reseller must also have the capability tracking maintenance renewal and other significant due dates.
 - 2.1.2.11.3 At a minimum, this system shall be able to provide this information by Participating State and Purchasing Entity.
 - 2.1.2.11.4 Reseller shall work with Participating State, other Purchasing Entities, publishers, previous and subsequent contract software resellers, and hardware computer contractors to ensure the most comprehensive record of licenses is created, maintained, and the information transferrable.
 - 2.1.2.11.5 States may choose to award multiple PA's under this Agreement. Details on how licenses are to be tracked and managed under multiple awards will be determined by that awarding State.
 - 2.1.2.11.6 As may be required by a Participating State, or other Purchasing Entity, Reseller shall work with NASPO ValuePoint computing equipment contractors, or a Participating State's comparable computer hardware contractor, to see that any software acquired under those contracts can be tracked through this contract.
- 2.1.2.12 Notify Participating State and Purchasing Entities of publisher publicly announced changes pertinent to User licensing.
- 2.1.3 SVAR shall Develop and Maintain Website
 - 2.1.3.1 *For Participating States*, Reseller shall develop and support a website specific to that State, with content approved from the LSCA or PSCA as appropriate based on content.
 - 2.1.3.1.1 This web site information shall be available through the Internet without the use of additional software or licenses.



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- 2.1.3.1.2 Website should be User friendly to allow for quick and easy access and use.
 - 2.1.3.1.3 Website shall be available 24 x 7, except for scheduled maintenance.
 - 2.1.3.1.4 Website shall be ADA compliant.
 - 2.1.3.1.5 No costs or expenses associated with providing this information shall be charged to the States.
 - 2.1.3.1.6 Universal Resource Locator (URL) for the website must be supplied to the PSCA and the LSCA within sixty (60) days of the execution of the PA.
 - 2.1.3.1.7 The website will include contract information, product information/catalog, the capability to generate online reports, and other pertinent information as may be reasonably requested by States, such as copies of VLAs.
 - 2.1.3.1.8 *Publisher Notifications and Other Industry Information.* In the event that a publisher publicly announces changes that are pertinent to User licensing, the Reseller shall assist Users by posting the information on the state websites.
 - 2.1.3.1.9 Reseller shall provide, at no additional cost, training on how to use their website and how to use this contract in obtaining quotes and placing orders. Online training should be available on the website, but supplementary electronic (e.g. Webinars, emails), telephone or on-site training should be provided, as needed, during standard working hours.
- 2.1.3.2 *Contract and General Information.* The website shall provide contract and ordering information to include, at a minimum:
- 2.1.3.2.1 The contract number(s) (MPA and PA);
 - 2.1.3.3.2 The Reseller primary contact and contacts to whom incidents are to be escalated:
 - Name(s and titles
 - Areas of responsibility for each contact name;
 - Phone number(s); and,
 - Email address(es).
 - 2.1.3.3.3 Information on use of website,
 - 2.1.3.3.4 Quote and ordering information; and,
 - 2.1.3.3.5 Notifications regarding publishers and products, such as pending key product changes or upgrades.
- 2.1.3.3 *Online Catalog*
- 2.1.3.3.1 Reseller shall provide COTS software, and software maintenance of new or existing licensed software, under this contract. Information on approved products, customized by Participating State, will be available through an online catalog and through Reseller's representatives either through email or telephone inquiry during the standard working hours of the Participating State. The online catalog shall provide an expansive list



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of products allowed per the contracts, particularly those products of itemized publishers.

- 2.1.3.3.2 The website shall provide contract and ordering information to include, at a minimum: publishers, product names, standard product pricing, and product descriptions (photos optional or links to access product literature). Regardless of the number and types of links to the Reseller's electronic catalog, the Reseller shall ensure that all eligible agencies purchasing under one PA are accessing the same current base version of the product catalog. Online information shall include purchases of Volume or Enterprise License Agreement software as well as individual COTS software licenses.
- 2.1.3.3.3 Online catalog shall be restricted to just software. Non-authorized products or groups of products shall not be on the website. Reseller shall not use this proposed website to cross sell or cross advertise other products and or services the Reseller may be able to offer.
- 2.1.3.4 *Product Searching Capability.* At a minimum, the online catalog should be searchable by Purchasing Entity and their VLAs, Software Publisher, Product name, OEM product number, and software description (e.g., GIS, Security). The online category can be modified as Users' needs dictate, such as including products obtained through a distributor (non-itemized publisher products) that are frequently purchased.
- 2.1.3.5 *Online Product Quotes.* Product price displayed online is a 'not-to-exceed' product price quote based on contract rate and real time Reseller Cost. For high dollar purchases, or quantity purchases, Purchasing Entity should request a quote by contacting Reseller representative off-line. The online pricing should allow for overrides when a quote with a negotiated better price has been offered and is being placed online. Website should have capability to track all quotes by Purchasing Entity and be easily accessible for viewing by quote number. Website shall include a shopping cart feature that allows Purchasing Entities to provide shipping instructions. Purchasing Entities can place orders on the web either via credit card or purchase order. Specifics regarding an individual state's requirements for placing an order may be included in that State's Participating Addendum (PA).
- 2.1.3.6 *User Differentiation.* Catalog should be designed so as to provide a means to identify the Participating State (state agency or other eligible Purchasing Entity). This method used must not require any administrative tasks on the part of the LSCA for the MPA, the PSCA for the individual PSCA. Website should allow Users to develop personal lists and profiles, including an option to securely store and maintain procurement card information. Catalog should have the capability of being used as a 'Punch Out' to an individual state's electronic purchasing system.
- 2.1.3.7 *Online Reports.* Website shall have capability to provide order history, as well as order status and order tracking.
- 2.1.3.8 *Other.* Other information may be added to the website as may be required by State (such as copies of volume license agreements) or enhancements that may be proposed by Reseller and approved by State.



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2.2 COTS Products

2.2.1 Software which requires little or no services

| | IN SCOPE Offerings | | OUT OF SCOPE Offerings |
|------------------------------------|--------------------|--|---|
| LICENSING TYPE | COTS | Individual Licensing Volume Licensing Enterprise Licensing | Custom/Customized |
| LICENSING PERIOD | Perpetual | Subscription | <i>none</i> |
| Delivery | Shrink-Wrap | Download | <i>none</i> |
| HOSTING as part of delivery & use. | On Premise | Off Premise | <i>Managed Service</i> <i>Managed Services means the proactive management of an IT (Information Technology) asset or object, by a third party typically known as a MSP, on behalf of a customer</i> <i>mspalliance.com/definition-of-managed-services/</i> |

2.2.1.1 Most Current Version - Purchase orders shall be deemed to reference a manufacturer's most recent release model or version of the product at the time of the order, unless the Purchasing Entity specifically requests in writing an earlier model or version and the Reseller is willing to provide such model or version.

2.2.1.2 Licenses and Maintenance Agreements

2.2.1.2.1 Volume License Agreements (VLA) and Enterprise License Agreements (ELA)

The Reseller will honor existing Participating State's VLA's or ELA's with publishers and include those licenses as part of the Reseller's license tracking service. Following an executed PA with a Participating State, and if so required by the Participating State, the Purchasing Entity and/or an individual publisher, the Reseller will identify itself to software publishers as Reseller for that Participating State or Purchasing Entity. If so required by the Publisher and Participating State, Reseller will execute a change of channel partner agreement with the Publisher. Resellers will sell additional seats consistent with Purchasing Entities' Enterprise or Volume Agreements. Reseller will work with Participating State, Purchasing Entity(ies) and Publishers as needed to establish new VLAs or ELAs. The Reseller will work with the Publisher and Participating State as necessary to ensure the Participating State receives timely and pertinent license information, such as: license or agreement renewals, or opportunities based on actual volume.

Reseller will work directly with Purchasing Entity(ies) in establishing, signing and maintaining enrollment agreements. If Reseller is sole SVAR contractor in a State, Reseller will aggregate all enrollments together for



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Master Agreement reporting purposes. If a PSCA elects to have multiple SVAR contractors, Reseller's responsibilities will be delineated in that State's PA. Resellers shall monitor and be able to report on the current levels of software ordered towards any of the Participating State's VLA required sales levels to ensure the Participating State does not fall short and thereby incur Publisher penalties. The Reseller shall be responsible for providing license usage information to the Publishers, if such information is required by the Publishers, in a timely manner (e.g., for 'true up' assessments)

2.2.1.2.2 *Individual Software Licenses.* Purchasing Entities can purchase individual COTS licenses, such as perpetual and non-perpetual licenses, through the Reseller.

2.2.1.3 Software Maintenance and Support Agreements.

Purchasing Entities can purchase maintenance agreements, including upgrade protection, through the Reseller. Resellers will sell software maintenance agreements, even if the software was not purchased under this agreement, such as on-going support for a User's existing perpetual license. As requested, Reseller will explain what product support or services are included in a publisher's maintenance agreement.

2.2.1.3.1 *Software Maintenance and Support.* Reseller to provide needed services to support maintenance products such maintenance agreements, software upgrades, annual updates, patches and fixes needed to improve functionality and keep the software in working order. Such services may include providing recommendations on most cost-effective or appropriate long-term maintenance plan. Reseller will provide such support, not only to maintenance packages purchases under this agreement, but in support of any existing and current agreements.

2.2.1.3.2 *Software Updates.*

2.2.1.3.2.1 Users are eligible to receive, from the Publisher, all new releases and updates of the software, at no additional charge, while under a maintenance agreement. A "Release" means any collection of enhancements or updates which the Publisher generally makes available to its installed base of customers of such programs. The Reseller shall assist the Purchasing Entity to obtain such releases or updates for their Users from the Publisher.

2.2.1.3.2.2 Should a User not want to receive the next upgrade, the User shall so notify the respective Publisher.

2.2.1.3.3 *License Confirmations*

For licenses ordered under the contract by Purchasing Entity(ies), Reseller shall be able to provide:



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- (i) Certified Licensing Confirmation Certificates for all software licenses;
- (ii) Reseller's certified license confirmation certificates in the name of such Licensee; or,
- (iii) Written confirmation from the Reseller or Publisher accepting the Eligible Participating State's contract or purchase order as proof of license.

The form of "Proof of License" provided must be acceptable proof to the Publisher, and in the format requested by the Purchasing Entity. The Proof of License shall be provided as an electronic file and/or a hardcopy document, as required by the Purchasing Entity. Reseller will retain an electronic file of Participating State's Proof of Licenses and provide copies to the Participating State as requested.

2.2.1.3.4 *Transitioning License Tracking Information at Contract Termination*

The license information data acquired and retained by Reseller will be stored as sortable data fields so the license information can be transferred to the Participating State upon contract termination. Reseller will work with States and Participating Entities, or their designees, to ensure that the license information data has been successfully transferred in a usable format.

2.2.1.4 Leases

Lease purchase and term leases are allowable only for Purchasing States whose rules and regulations permit leasing of software. Individual Purchasing Entities may enter into a lease agreement for the products covered in this Master Agreement, if they have the legal authority to enter into these types of agreements without going through a competitive process. No lease agreements will be reviewed or evaluated as part of this RFP evaluation process.

2.2.1.5 Software Publishers, Categories. The identified software product needs under this solicitation have been divided into three tiers: Key Itemized Publishers, Other Itemized Publishers, and Non-Itemized Publishers. See descriptions and chart which follow. As indicated, it is most desirable for Reseller to have a direct reseller agreement with the itemized software publishers. If a direct reseller agreement is not already in place between itemized software publishers and the Reseller, the Reseller is expected to enter into a direct reseller agreement and submit a rate for that itemized publisher that is better than the rate for a Non-Itemized Publisher. Over the life of this contract, product needs or volumes may change and new publishers may be added by amendment to the itemized publishers' lists.

2.2.1.5.1 *Itemized Highest Volume Publishers (Highest Volume, Itemized Lines).*

The products of the publishers in this category represent the highest tier of sales volume identified for this solicitation, of those publishers who sell through resellers. This category is the one most likely to include a Participating State's enterprise or high volume agreements with a publisher. Resellers shall be certified direct resellers for publishers in this



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category. The preferred pricing that a Reseller receives based on their reseller certification status, in conjunction with the anticipated considerable volume of purchases through these Contracts, is the expected foundation for a very competitive base Reseller Cost, with further reductions of Reseller Cost as they are achieved through ongoing Reseller negotiations. A percentage rate above or below Reseller Cost is to be provided for each itemized publisher. Specific requirements may be required for some publishers in this category in an individual State's PA.

2.2.1.5.2 Other Itemized Publishers (High Volume, Itemized Lines). The products of the publishers in this category represent a high level of sales volume as identified for this solicitation. This category may include a Participating State's high volume agreements or VLAs with a publisher. It is desirable for Resellers to be certified direct resellers for publishers in this category. A percentage rate above or below Reseller Cost is to be provided for each itemized publisher

2.2.1.5.3 Non-Itemized Publishers (all other distributed software purchases). This category is defined to include all other distributed computer software not specifically itemized. Enterprise or Volume Licensing Agreements are not anticipated in this category. New or existing software products can be added to this category at any time during the term of the Contract without the written consent of the LSCA and may be itemized in the online catalog, if volume justifies the addition. There should be one percentage rate above or below Reseller cost covering all products in this category

| <u>KEY ITEMIZED PUBLISHERS</u> Certification as Direct Reseller. | <u>OTHER ITEMIZED PUBLISHERS</u> Certification as direct reseller desirable. If not certified, the percentage rate should be no greater than Non-Itemized rate | <u>NON-ITEMIZED PUBLISHER</u> One 'not to exceed' rate |
|--|--|--|
| ADOBE | AI SQUARED | |
| CITRIX | AIRWATCH MOBILE DEVICE MANAGEMENT VMWARE | |
| MICROSOFT | ALLIANCE ENTERPRISES | |
| NOVELL | APPLE | |
| SYMANTEC | ATTACHMATE – MICROFOCUS | |
| VMWARE | AUTODESK | |
| | AUTONOMY – HP | |
| | BAKBONE – DELL | |
| | BARRACUDA | |
| | BOMGAR REMOTE SOFTWARE | |
| | CA TECHNOLOGIES | |
| | CISCO | |
| | COMPUTRONIX USA | |



Master Agreement
Section 2: Scope of Work

State of Arizona
 State Procurement Office
 100 North 15th Avenue, Suite 201
 Phoenix, AZ 85007

Contract No: **ADSP016-130653**
 Description: **Software Value-Added Reseller (SVAR) Services**

| | | |
|--|---|--|
| | COMPUWARE | |
| | COREL | |
| | DOUBLETAKE | |
| | EMC | |
| | ENCHOICE | |
| | ESET | |
| | ESRI | |
| | FREEDOM SCIENTIFIC | |
| | GUARDIAN EDGE – SYMANTEC | |
| | GW MICRO | |
| | IBM | |
| | ICM CONVERSIONS | |
| | INFOR | |
| | INTERMEDIX EMSYSTEMS | |
| | HP | |
| | HUMANWARE | |
| | INFORMATION BUILDERS | |
| | KRONOS SOFTWARE | |
| | LANDESK | |
| | LASERFISCHE | |
| | LIQUIDWARE STATUSPHERE | |
| | MICROFOCUS INC | |
| | MINJET | |
| | MPS | |
| | MQSOFTWARE – BMC SOFTWARE | |
| | NCIRCLE | |
| | NETOP | |
| | NUANCE | |
| | ORACLE | |
| | OSAM | |
| | PASSPORT | |
| | PATCHLINK | |
| | PROOFPOINT | |
| | RSA SECURITY | |
| | REFERENCIA SYSTEMS | |
| | SAP AMERICA | |
| | SAS | |
| | SOLUTIONS SOFTWARE | |
| | SOPHOS | |
| | SPLUNK SOFTWARE | |
| | STASEEKER NETWORK INFRASTRUCTURE MONITORING | |
| | STELLEMENT – ORACLE | |



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| | | |
|--|-------------|--|
| | SUNGUARD | |
| | SYBASE | |
| | TECHSMITH | |
| | TREND MICRO | |
| | TRUSTWARE | |
| | ULTRABAC | |
| | VORMETRIC | |
| | WEBSense | |
| | | |

2.2.1.6 Software Publishers, General Representation.

2.2.1.6.1 *Excluded Software Publishers.* The Reseller must agree that there are no software publishers with whom they will refuse to do business if the Software Publisher is willing to do business with them. Resellers shall advise the LSCA or designee of any Excluded Software Publishers and provide explanations for the non-representation.

2.2.1.6.2 *Expanded Representation.* The Reseller is expected to continue to work towards reseller certifications with publishers not currently represented, particularly with those publishers whose sales volume merit classification into the itemized publisher lines. Similarly, Reseller is expected to continue to work towards a higher certification level with current publishers

2.2.1.7 Price Quote, General. Pricing is submitted in the MPA as a percentage of Reseller Cost. Individual PA's will use the MPA pricing as a base and may negotiate an adjusted rate. Any negotiated PA rates, exclusive of taxes or any individual state's administrative fee, shall not exceed the MPA rates. As requested by Purchasing Entity, for example on a high volume single order, Reseller shall negotiate to reduce Reseller Cost, to pass on savings to the Participating State. Firm individual order quotes shall be provided to Purchasing Entity prior to order submittal.

2.2.1.7.1 *Telephone or Email Quote Support.* Reseller shall accept requests for quotes by telephone, fax, email, or online. Reseller shall accept collect telephone calls and/or provide and maintain a toll-free number for eligible agency use. Reseller shall provide an email address for receipt of requests for price quotes. Reseller shall provide written quotes by fax, email or online as requested by the Participating State.

2.2.1.7.2 *Quoted Delivery Method.* The quote must clearly indicate the method of delivery, whether via media, download, or **3.3 Services** below.

2.2.1.7.3 *Timely Quotes.* Reseller agrees to work with publishers and distributors to obtain quotes and deliver software in a timely fashion. Expected response should be within twenty-four (24) hours but no more than three (3) business days. If, after three (3) business days, the Reseller has been unable to obtain the quote or assurances that



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they can obtain the software, the Reseller shall contact the Participating State or other Purchasing Entity with a status report. The Reseller and the Participating State/Purchasing Entity will mutually agree as to whether the Reseller shall continue to pursue a quote and within what timeframe, or whether the Reseller will provide the Participating State/Purchasing Entity with a written statement that the Reseller cannot supply the software. If the Reseller has been unable to obtain a quote within ten (10) days of the request for quote, the Reseller shall provide a written statement (email is sufficient) to Participating State/Purchasing Entity, and the LSCA as may be required under the PA, that the Reseller cannot supply the software, and the reason why.

2.2.1.7.4 *Guaranteed 30 Day Quote.* Reseller is required to honor all quotes for thirty (30) calendar days. If it is known that a price adjustment will occur during the thirty (30) calendar days following the quote, the Reseller may provide two quotes, based upon the date that the order is received.

2.2.1.7.5 *Sales Promotion.* The Reseller may conduct sales promotions involving specific products or groups of products for specified time periods. If electing to exercise this provision, the Reseller shall submit a formal request for approval to the LSCA. The request should include: the product or product groups, the promotional price as compared to the standard price and the Master Agreement price for the product or product groups, and the start and end dates of the sales promotion. LSCA's approval shall be in the form of an amendment to the MPA. Upon approval, the Reseller shall provide conspicuous notice of the promotion to all Participating Entities.

2.2.1.7.6 A Participating State or other Participating Entity may allow the Contractor to charge a credit card fee in their Participating Addendum.

2.2.1.8 Product Delivery and Returns

2.2.1.8.1 Media. The Reseller shall work with Participating State or other Purchasing Entity to provide media via any method available and as requested by the Participating State including, but not limited to: original Publisher media, CD copies of master media duplicated by the Reseller, electronic downloads, etc. In cases where original publisher's media is not available, the Reseller shall provide CD's copied from master disks of the software purchased under any volume or enterprise license agreement.

2.2.1.8.2 Delivery Period. Reseller to provide delivery no longer than ten (10) business days after receipt of a valid order unless conditions arise that are outside the control of the Reseller. If delivery cannot be within this time frame, Reseller is to notify Purchasing Entity of delay and anticipated



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ship date. If this delayed delivery is unacceptable to Purchasing Entity, the order can be cancelled without penalty.

2.2.1.8.3 Product Returns. Unopened software can be returned with no restocking fee up to 30 days from date of receipt, if allowed by the software publisher. If the software publisher has a shorter timeframe for returns or requires a restocking fee, this must be stated on the quote. If that information is not provided to the Participating State by the Reseller, Reseller is responsible for the restocking fee. If delivered software is defective, or if the incorrect product was delivered, the Reseller must agree to accept returns. If delivered software is defective, the Reseller is responsible for return shipping and packaging costs and for restocking charges if applicable. The Reseller must agree that any defective or incorrectly delivered media will be replaced by overnight delivery at the Reseller's expense if requested by the Participating State or Purchasing Entity. If overnight delivery is not requested, all replacement products must be received by the Participating State or Purchasing Entity within seven (7) days of initial notification.

2.2.1.8.4 Shipping Charges. Items covered under this contract are FOB Destination and shipping charges are not to be included on any invoice unless the Purchasing Entity has ordered expedited shipment. For expedited shipment, Purchasing Entity would submit their order including related shipping charges, which may not exceed the cost of delivery by the carrier.

2.3 Services

| | IN SCOPE | | OUT OF SCOPE |
|--|---|------------------|--|
| SOFTWARE & LICENSING TYPE | COTS | Volume Licensing | Custom/Customized |
| LICENSING PERIOD | Perpetual | Subscription | Not Applicable |
| Delivery | Shrink-Wrap | Download | Not Applicable |
| Hosting as part of delivery & use | On-Premise | Off-Premise | Managed Services |
| SERVICES | Basic Installation, Training and Maintenance <i>Means that activity which does not require Consulting, Configuration, Engineering, Design or any other type of service specific to a Purchasing Entity requiring description of tasks and deliverables and agreement by the parties (Statement of Work).</i> | | Consulting, configuration, engineering, design, etc., any type of service specific to a Purchasing Entity requiring description of tasks and deliverables and agreement by the parties |

2.3.1 In Scope Services:
 Basic Installation, Maintenance packages and Training (3.4) are considered to be within the Scope of this Solicitation. This Master Agreement is intended for the acquisition of distributed, commercial off the shelf software



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2.3.2 (RESERVED)

2.3.3 A Participating State may include a statement in their Participating Addendum allowing state employees to purchase software licenses.

2.3.4 Individual Participating Addendums may further limit the Scope of this Solicitation.

2.3.5 This Master Agreement is not intended for the purchase of custom software applications.

2.4 Training.

2.4.1 Training shall be available in the form of tutorials for basic installation and web-based training for software operation, basic phone support.

2.4.2 Provision of information on how to access a Software Publisher's "Help Desk" (either telecom or web-based) for basic use questions.

2.5 Customer Service and Representation.

2.5.1 *Dedicated Representation and Timely Response.* Reseller shall provide a dedicated representative for each Participating State. Such representative will become familiar with the State and its cooperative partners, provide a single point as needed for quote assistance, offer software recommendations, track and report on renewal deadlines, and serve as a contact point for the LSCA. **Reseller must commit to returning phone calls or responding to emails within two (2) business days.**

2.5.2 *Problem Escalation.* The Reseller must provide an incident escalation path for each State, showing on that State's website, the name, contact information, and role of individuals to whom problems should be escalated if the problems are not resolved by primary assigned contacts.

2.5.3 *Product purchasing trends.* **The Reseller will speak with LSCA and sourcing team quarterly** to review usage and discuss possible revisions of the categorization of publishers based upon actual sales volume or other changes.

2.5.4 *Contract Reviews.*

2.5.4.1 Reseller is expected to conduct **quarterly reviews** of all sales volumes and report sales figures and savings from Publisher's list price, by Publisher and by PA, as well as observed trends or purchasing patterns, and **to present the information to the LSCA.**

2.5.4.2 At the discretion of the individual participating states, an equivalent review, limited to that state, will be presented to the PSCA.

2.5.4.3 **All awardees under this contract shall meet once a year with the LSCA and Sourcing Team** to review usage and discuss possible revisions of the categorization of publishers based upon actual sales volume, and to discuss any service concerns, industry trends, and the effectiveness of the contract.

2.5.4.3.1 Reseller is expected to **conduct a customer satisfaction survey** and an audit prior to this discussion and be prepared to discuss the results, and



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provide reports, at this review. At a minimum, the audit will report address quoting and billing accuracy, and any Reseller Cost that exceeds a Publisher's List price for that item.

2.5.4.3.2 Based on historical sales volume information, Reseller should be prepared to discuss potential cost savings opportunities which could be passed through to Participating States.

2.5.4.3.2 In a renewal year, the annual review will take place prior to contract extensions.

2.6. Interactions with Software Publishers

2.6.1 *Best Interests of Participating State.* Reseller would represent the best interests of the Participating State and other Participating Entities in negotiating or otherwise working with Publishers for such items as: maximizing cost savings with best use of volume or enterprise license agreements, better pricing on individual volume buys, taking advantage of publishers' specials, promotions, coupons or other savings opportunities.

2.6.2 *Liaison with Publisher.* A State may establish, in their individual PA, a requirement for Reseller to arrange with the software publisher or software publisher's designee for implementation, customization, training, support, maintenance and other software related services. **The provision of said services must be under a separate agreement between the Participating State and the applicable parties.**

2.7 Reporting

2.7.1 Standard Reports

Individual participating states may require their own standard reports, such as report on savings. Reseller shall provide these reports at the intervals, and in the format, as reasonably requested by the States. Reseller shall advise of standard reports which they can provide, and work with participating states on additional standard reports.

2.7.2 Online Reports

The SVAR shall be able to provide online, real time, reporting capabilities using website established for the state. These reports may include Back Order or Current Order Status reports. In addition, the system shall be able to provide the ability for the User agency to create custom reports. The requesting Participating State shall be able to select specific fields and create a necessary report for their specific needs. Data Fields shall include, but not be limited to, purchasing entity, Purchase Order Number, Order date, Invoice date, Publisher, Publisher Part Number, Software Reseller's Part Number, Description, Quantity Shipped, Unit actual price, Extended Price, Sales Tax and order total. Reports shall be able to be shown online as well as emailed to the requesting Participating State, if requested. Examples of Reseller's standard and online reports shall be submitted with the offer.

2.7.3 Custom Reports



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Participating State and SVAR may mutually agree to include terms and conditions and pricing for the development and provision of customized reports as an optional service in a Participating Addendum.

2.8 Other Value-Added Services

SVAR may propose other Value-Added Services, e.g., key escrow, in their response. Such services from an awarded Offeror, if consistent with this Statement of Work, recommended by the Evaluation Team, and accepted by the PSCA, would be added to the final awarded contract.



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Section 4: Lead State (ARIZONA) Terms and Conditions

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1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating State's Participating Addendum ("PA");
- (2) NASPO ValuePoint Master Agreement Terms & Conditions;
- (3) A Purchase Order issued against the Master Agreement;
- (4) The Statement of Work;
- (5) The Solicitation; and
- (6) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions

Acceptance is defined by the applicable commercial code, except Acceptance of a Product for which acceptance testing is not required shall not occur before the completion of delivery in accordance with the Order, installation, if required, and a reasonable time for inspection of the Product.

Contractor means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Embedded Software means one or more software applications which permanently reside on a computing device.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.



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Section 3: NASPO ValuePoint Master Agreement Terms and Conditions

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Order or Purchase Order means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating State incorporating this Master Agreement and any other additional Participating State specific language or other requirements, e.g. ordering procedures specific to the Participating State, other terms and conditions.

Participating State means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. A Participating State is not required to participate through execution of a Participating Addendum. Upon execution of the Participating Addendum, a Participating State becomes a Participating State.

Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

3. Term of the Master Agreement

The initial term of this Master Agreement is for two (2) years. This Master Agreement may be extended beyond the original contract period for successive periods with a maximum aggregate, including all extensions, not to exceed five (5) years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Lead State.

5. Assignment/Subcontracts

- a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.
- b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint.

6. Price and Rate Guarantee Period

All prices and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for price or rate adjustment must be for an equal guarantee period, and must be made at least ninety (90) days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or



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rates will be allowed.

7. Cancellation

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating State may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, and rights attending any warranty or default in performance in association with any Order. Cancellation of the Master Agreement due to Contractor default may be immediate.

8. Confidentiality, Non-Disclosure, and Injunctive Relief

Provisions governing confidentiality of information during performance of orders for the State of Arizona are governed by The State of Arizona Special Terms and Conditions. Except where a Participating Addendum prescribes otherwise, this section governs confidentiality and disclosure of information of other Purchasing Entities.

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity's or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating State, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or



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indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

9. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of any information that pertains to the potential work or activities covered by the Master Agreement. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

10. Defaults and Remedies

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this Master Agreement; or
- (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
- (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- (5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:



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- (1) Exercise any remedy provided by law; and
- (2) Terminate this Master Agreement and any related Contracts or portions thereof; and
- (3) Impose liquidated damages as provided in this Master Agreement; and
- (4) Suspend Contractor from being able to respond to future bid solicitations; and
- (5) Suspend Contractor's performance; and
- (6) Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating State shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

11. Shipping and Delivery.

Section 3.2.1.8 of the solicitation prescribes requirements for product delivery and return.

12. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel, in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

13. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by "force majeure," as that term is defined in and under conditions specified in section 6.4 of the State of Arizona Uniform Terms and Conditions.

14. Indemnification

a. Section 5.1X1.1 of the State of Arizona Special Terms and Conditions governs indemnification of the State of Arizona. With respect to other entities, the Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. Section 6.3 of the State of Arizona Uniform Terms and Conditions governs indemnification of the State for intellectual property infringement claims. With respect to other entities the Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing



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Organization LLC (doing business as NASPO ValuePoint), Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim").

(1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

15. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

16. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.



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17. Insurance

a. The insurance requirements of the State of Arizona are specified in section 5.1 X 1.2 of the State of Arizona Special Terms and Conditions. For performance in other states, unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating State's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating State's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

1) Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

General Aggregate \$2,000,000

Products – Completed Operations Aggregate \$1,000,000

Personal and Advertising Injury \$1,000,000

Damage to Rented Premises \$50,000

Each Occurrence \$1,000,000

2) Business Automobile Liability

Bodily injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract. Combined Single Limit (CSL) \$1,000,000

3) Technology Errors & Omissions Insurance

Each Claim \$2,000,000

Annual Aggregate \$2,000,000

Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract. Coverage shall include or shall not exclude services, and/or licensed programs under this contract. Coverage shall include or shall not exclude settlement and/or defense of claims involving intellectual property, including but not limited to patent or copyright infringement. In the event that Tech E&O insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years, beginning at the time work under this contract is completed.

c. Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days



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after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating State by the Contractor.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating State's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating State who requests it the same information described in this subsection.

e. Contractor shall furnish to the Lead State, Participating State, and, on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating State, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

18. Laws and Regulations

Any and all Products offered and furnished shall comply with solicitation section 5.10, Compliance with Applicable Laws.

19. License of Pre-Existing Intellectual Property

Any rights to intellectual property shall be as prescribed in the Lead State's solicitation and resulting contract, and Purchasing Entities shall have the same rights as the Lead State under those provisions.

20. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of a Lead State, a Participating State, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating State only to the extent Congress



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has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

21. Ordering

- a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.
- b. The resulting Master Agreements permit Purchasing Entities to define project-specific requirements and informally compete the requirement among companies having a Master Agreement on an "as needed" basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to Purchasing Entity rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Agency may select the quote that it considers most advantageous, cost and other factors considered.
- c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.
- d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document compliance with the law of the Purchasing Entity.
- e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.
- f. All Orders pursuant to this Master Agreement, at a minimum, shall include:
 - (1) The services or supplies being delivered;
 - (2) The place and requested time of delivery;
 - (3) A billing address;
 - (4) The name, phone number, and address of the Purchasing Entity representative;
 - (5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor's proposal;
 - (6) A ceiling amount of the order for services being ordered; and
 - (7) The Master Agreement identifier.
- g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
- i. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement, or



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otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

22. Participants

a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating State and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating State (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating State, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@wsca-naspo.org to support documentation of participation and posting in appropriate data bases.

d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. State Participating Addenda or other Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor.

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating State is located.

g. Resale. "Resale" means any transfer of software for compensation or assignment of services for compensation. Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products (the definition of which includes software and services that are deliverables). Absent any



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such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities under cooperative agreements and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.

23. Payment

Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

Any prompt payment terms proposed by contractor shall be extended to all Purchasing Entities.

24. Public Information.

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

25. Records Administration and Audit.

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating State, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating State, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein right exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

26. Administrative Fees

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint



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Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states, such as the State of Arizona, may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 26a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

27. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

- a. **Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than 30 day following the end of the calendar quarter (as specified in the reporting tool).
- b. **Detailed Sales Data.** Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-Rom, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in EXHIBIT III_Cooperative Contract Sales Reporting Data Requirements and Data Format.
- c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.
- d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any PA roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due 30 days after the conclusion of each



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calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

28. Standard of Performance and Acceptance.

Determination of the acceptability of services shall be made by the sole judgement of the Purchasing Entity. Acceptance shall be in writing, verbal acceptance will not be allowed. Services shall be completed in accordance with the Scope of Work, agreed to and accepted schedules, plans, and agreed to performance standards. Acceptance shall be one hundred percent (100%) functionality, which will be determined by the Purchasing Entity. Acceptance criteria shall include, but not be limited to conformity to the scope of work, quality of workmanship, and successfully performing all required Tasks. Nonconformance to a stated acceptance and performance criteria of both services and or products, as required, shall result in a delay for payment. The warranty period will begin upon Acceptance.

29. Warranty

The Contractor warrants for a period of 90 days from the date of Acceptance in accordance with the provisions of section 7 of the State of Arizona Uniform Terms and Conditions and section 5.1 N. of the State of Arizona Special Terms and Conditions, with rights of the State available to other Purchasing Entities. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

30. (RESERVED)

31. Title of Product

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to Product consisting of tangible media free and clear of all liens, encumbrances, or other security interests.

32. Waiver of Breach

Failure of the Lead State, Participating State, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating State, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating State of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.



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33. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating State any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating State's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating State's option, the right to control any such litigation on such claim for relief or cause of action.

34. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

35. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State (in most cases also the Lead State). The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating State's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating State state if a named party; or the Purchasing Entity state if a named party.

36. NASPO ValuePoint eMarket Center

In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provided customers information regarding the Contractors website and ordering information.



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At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

37. Contract Provisions for Orders Utilizing Federal Funds.

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this master agreement.

38. State Government Support

No support, facility space, materials, special access, personnel or other obligations on behalf of the states or other Participating Entity, other than payment, are required under the Master Agreement.



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5.1 State of Arizona Special Terms and Conditions

A. Purpose

Pursuant to provisions of the Arizona Procurement Code, A.R.S. 41-2501 Et Seq., the State of Arizona intends to establish a Contract (Participating Addendum, PA) for the materials or services as listed herein in service to the State.

B. Term of Contract

The term of any resultant Contract shall commence on date of execution and shall be for an initial period of two (2) years, unless terminated, canceled or extended as otherwise provided herein.

C. Contract Extensions

The Contract term is for period stated in Item B. subject to additional successive periods with a maximum aggregate including all extensions not to exceed five (5) years.

D. Contract Type – Fixed Price

E. Eligible Agencies (STATEWIDE)

This Contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible State Purchasing Cooperative members may participate at their discretion. In order to participate in this contract, a cooperative member shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes § 41-2632.

Membership in the State Purchasing Cooperative is available to all Arizona political subdivisions including cities, counties, school districts, and special districts. Membership is also available to all non-profit organizations, as well as State governments, the US Federal Government and Tribal Nations. Non-profit organizations are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the internal revenue service under section 501(c)(3) through 501(c)(6).

F. Licenses

The Contractor shall maintain in current status, all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor.

G. Volume of Work

The State does not guarantee a specific amount of work either for the life of the Contract or on an annual basis.



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H. Key Personnel

It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract. The Contractor must agree to assign specific individuals to the key positions if required.

1. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without written notice to the State.
2. Key personnel who are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the State, and shall, subject to the concurrence of the State, replace such personnel with personnel of substantially equal ability and qualifications.

I. Changes

The State may at any time make changes within the general scope of this Contract. The Contractor shall respond to the Change Order with a proposal. If any such change causes an adjustment in the cost of, or the time required for the performance of any part of the work under this Contract, whether changed or not changed by the Change Order, the Procurement Officer shall modify the Contract in writing via a bilateral Contract Amendment.

J. Price Adjustment

Any price adjustment shall be within the confines of the awarded contract, or as negotiated in service to this Contract. Any negotiated price adjustments for this Contract shall be documented via a bilateral Contract Amendment.

K. Payment Procedures

The State will not make payments to any Entity, Group or individual other than the Contractor with the Federal Employer Identification (FEI) Number identified in the Contract. Contractor invoices requesting payment to any Entity, Group or individual other than the contractually specified Contractor shall be returned to the Contractor for correction.

The Contractor shall review and insure that the invoices for services provided show the correct Contractor name prior to sending them for payment.

If the Contractor Name and FEI Number change, the Contractor must complete an "Assignment and Agreement" form transferring contract rights and responsibilities to the new Contractor. The State must indicate consent on the form. A written Contract Amendment must be signed by both parties and a new W-9 form must be submitted by the new Contractor and entered into the system prior to any payments being made to the new Contractor.

L. Information Disclosure

The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the state or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the State. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of



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the Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the State.

M. Employees of the Contractor

All employees of the Contractor employed in the performance of work under the Contract shall be considered employees of the Contractor at all times, and not employees of the State. The Contractor shall comply with the Social Security Act, Workman's Compensation laws and Unemployment laws of the State of Arizona and all State, local and Federal legislation relevant to the Contractor's business.

N. Warranty

All services supplied under this Contract shall be fully guaranteed by the Contractor for a minimum period of ninety (90) days from the date of acceptance by the State. Any defects of design, workmanship, or delivered materials, that would result in non-compliance shall be fully corrected by the Contractor without cost to the State.

O. Compliance with Applicable Laws

The Materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

Contractor represents and warrants to the State that Contractor has the skill and knowledge possessed by members of its trade or profession and Contractor will apply that skill and knowledge with care and diligence so Contractor and Contractor's employees and any authorized subcontractors shall perform the Services described in this Contract in accordance with the Statement of Work.

Contractor represents and warrants that the Materials provided through this Contract and Statement of Work shall be free of viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the Materials, collect unlawful personally identifiable information on Users or prevent the Materials from performing as required under the terms and conditions of this Contract.

P. Non-Exclusive Contract

Any Contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary, or when determined to be in the best interest of the State.

Q. Administrative Fee/Usage Reports

1. In accordance with ARS § 41-2633 the Department of Administration, State Procurement Office includes an Administrative Fee, in the majority of its Statewide contracts – multiple agency, multiple government, cooperative contracts. The Administrative Fee is used by the State to defray the additional costs associated with soliciting, awarding and administering statewide contracts.

In addition to the State agencies, boards and commissions, statewide contracts are available to members of the State Purchasing Cooperative including cities, counties, school districts, special districts, other state governments, agencies of the federal government, tribal nations, schools, medical institutions, and nonprofit organizations.

The Administrative Fee is the responsibility of the contractor. The Administrative Fee is a part of the contractor's unit prices and is not to be charged directly to the customer in the form of a



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separate line item. In accordance with Section 26 of the NASPO ValuePoint Master Agreement Terms and Conditions, the 0.25% NASPO ValuePoint Administrative fee shall be incorporated into the Offerors base price. Other states, including the State of Arizona, may negotiate additional Administrative Fees in their Participating Addenda following award of a Master Agreement.

Further, Statewide contracts maintain one set of pricing for all customers and not separate prices for State agency customers and State Purchasing Cooperative customers.

2. State of Arizona Fee Amount:

Unless defined differently within the contract, the Statewide Contracts Administrative Fee shall be one percent (1.0%) of quarterly sales receipts under an active Statewide contract, transacted by only the members of the State Purchasing Cooperative, minus any taxes or regulatory fees, minus any returns or credits, and minus any shipping charges not already included in the unit prices. The Administrative Fee percentage is only applicable to amounts actually received by the contractor during the quarter and is not applicable to amounts ordered by customers but not yet paid for. The administrative fee is not paid on transactions with state agency customers.

3. Method of Assessment

At the completion of each quarter, the contractor reviews all sales under their contract in preparation for submission of their Usage Report. The contractor identifies all sales receipts transacted by members of the State Purchasing Cooperative and assesses one percent (1.0%) of this amount in their Usage Report. An updated list of State Purchasing Cooperative members may be found at: <https://spo.az.gov/state-purchasing-cooperative> . At its option, the State may expand or narrow the applicability of this fee. The State shall provide thirty (30) written notice prior to exercising or changing this option. The contractor shall summarize all sales, along with all assessed Administrative Fee amounts within their Usage Report, including total amounts for the following:

- Total sales receipts from State agencies, boards and commissions;
- Total sales receipts from members of the State Purchasing Cooperative; and
- Total Administrative Fee amount based on one percent (1.0%) of the sales receipts from members of the State Purchasing Cooperative.

4. Submission of Reports and Fees. Within thirty (30) days following the end of the quarter, the contractor submits their Usage Report and if applicable, a check in the amount of one percent (1%) of their sales receipts from members of the State Purchasing Cooperative, to the Department of Administration, State Procurement Office. Contractors are required to use the State's current report templates unless you have authorization from your contract officer to use a different format. You need to complete Form 799, which is a cover letter that gives the totals of your transactions; and Form 801, which is an Excel spreadsheet that details your transactions. Sales to state agencies and the cooperative members are to be totaled separately. The most current forms can be downloaded at <https://spo.az.gov/statewide-contracts-administrative-fee>.

4.1 The submission schedule for Administrative Fees and Usage reports shall be as follows:

| | |
|---------------------------------|-----------------|
| FY Q1, July through September | Due October 31 |
| FY Q2, October through December | Due January 31 |
| FY Q3, January through March | Due by April 30 |
| FY Q4, April through June | Due by July 31 |



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- 4.2 Usage Reports and any questions are to be submitted by email to the state's designated usage report email address: usage@azdoa.gov
- 4.3 Administrative Fees shall be made out to the "State Procurement Office" and mailed to:
Department of Administration
General Services Division
ATTN: "Statewide Contracts Administrative Fee"
100 N. 15th Avenue, Suite 202
Phoenix, AZ 85007
5. The Administrative Fee shall be a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. Statewide contracts shall not have separate prices for State Agency customers and State Purchasing Cooperative customers.
6. Contractor's failure to remit administrative fees in a timely manner consistent with the contract's requirements may result in the State exercising any recourse available under the contract or as provided for by law.

R. Acceptance

Determination of the acceptability of services shall be made by the sole judgment of the State. Acceptance shall be in writing, verbal acceptance will not be allowed. Services shall be completed in accordance with the Scope of Work, agreed to and accepted schedules, plans, and agreed to performance standards. Acceptance shall be one hundred percent (100%) functionality, which will be determined by the State. Acceptance criteria shall include, but not be limited to conformity to the scope of work, quality of workmanship and successfully performing all required Tasks. Nonconformance to any of the stated acceptance and performance criteria of both services and or products as required shall result in a delay for payment. Payment shall not be made until nonconformance to the criteria is corrected as determined by the State.

T. Performance

Contractor agrees that, from and after the date that the applicable services commence, its performance of the Scope of Services will meet or exceed industry best practices subject to the limitations and in accordance with the provisions set forth in this Contract. If the Services provided pursuant to this Contract are changed, modified or enhanced (whether by Change Order or through the provision of new Services), The State and the Contractor will review the current performance experience and will in good faith determine whether such experience should be adjusted and whether additional services should be implemented or whether services be removed. The following requirements shall also apply:

1. Failure to Perform

If Contractor fails to complete any deliverable, then Contractor shall:

- 1.1 Promptly perform a root-cause analysis to identify the cause of such failure;
- 1.2 Use commercially reasonable efforts to correct such failure and to begin meeting the requirements as promptly as practicable;
- 1.3 Provide the State with a report detailing the cause of, and procedure for correcting, such



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failure; and

1.4 If appropriate under the circumstances, take action to avoid such failure in the future.

2. Root-Cause Analysis

In the event of the Contractor's failure to perform required services or meet agreed upon service levels or other Contractor service standards as required by the State under this Contract, the Contractor shall perform an analysis of the cause of the service level problem and implement remediation steps as appropriate. The State shall have the right to review the analysis and approve the remediation steps prior to or subsequent to their implementation, as deemed appropriate by the State, if the remediation steps impact State assets or operational processes.

U. Compensation

Should the Contractor fail to provide all required services or deliver work products, as agreed upon by State and the Contractor, the State shall be entitled to invoke applicable remedies, including but not limited to, withholding payment to the Contractor and declaring the Contractor in material breach of the Contract. If the Contractor is in any manner in default of any obligation or the Contractor's work or performance is determined by the State to be defective, sub-standard, or if audit exceptions are identified, the State may, in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default, defect, exception or sub-standard performance. The Contractor shall reimburse the State on demand, or the State may deduct from future payments, any amounts paid for work products or performance which are determined to be an audit exception, defective or sub-standard performance. The Contractor shall correct its mistakes or errors without additional cost to the State. The State shall be the sole determiner as to defective or sub-standard performance.

The Contractor shall fulfill their contractual requirements including the Deliverables identified in the Statement of Work and fulfill the roles and responsibilities described in the Statement of Work for a firm fixed price, inclusive of travel and travel-related expenses. The fixed amount shall be inclusive of any fees for the use of any third party products or services required for use in the performance of this Contract

V. Contractor Performance Reports

Program management shall document Contractor performance, both exemplary and needing improvements where corrective action is needed or desired. Copies of corrective action reports will be forwarded to the Procurement Office for review and any necessary follow-up. The Procurement Office may contact the Contractor upon receipt of the report and may request corrective action. The Procurement Office shall discuss the Contractor's suggested corrective action plan with the Procurement Specialist for approval of the plan.

W. Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up



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services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

X. Indemnification and Insurance

1.1 Indemnification Clause

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, and any jurisdiction or agency issuing permits for any work included in the project, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, (including reasonable attorney's fees), (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. This indemnification will survive the termination of the above listed contract with the Contractor.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

1.2 Insurance Requirements

1.2.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

1.2.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

1.3 Minimum Scope and Limits of Insurance

Contractor shall provide coverage with limits of liability not less than those stated below.



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1.3.1 Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

| | |
|---|-------------|
| General Aggregate | \$2,000,000 |
| Products – Completed Operations Aggregate | \$1,000,000 |
| Personal and Advertising Injury | \$1,000,000 |
| Damage to Rented Premises | \$50,000 |
| Each Occurrence | \$1,000,000 |

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
- b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

1.3.2 Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

- c. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

1.3.3 Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
 - Each Accident \$1,000,000
 - Disease – Each Employee \$1,000,000
 - Disease – Policy Limit \$1,000,000

- d. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards,



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commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

- e. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

1.3.4 Technology Errors & Omissions Insurance

- | | |
|--------------------|-------------|
| • Each Claim | \$2,000,000 |
| • Annual Aggregate | \$2,000,000 |

- f. Such insurance shall cover any, and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract.
- g. Coverage shall include or shall not exclude settlement and/or defense of claims involving intellectual property, including but not limited to patent or copyright infringement.
- h. In the event that the Tech E&O insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years, beginning at the time work under this Contract is completed.

1.3.5 Media Liability Coverage

- | | |
|--------------------|-------------|
| • Each Claim | \$2,000,000 |
| • Annual Aggregate | \$2,000,000 |

- i. Such insurance shall cover any and all errors and omissions or negligent acts in the production of content, including but not limited to plagiarism, defamation, libel, slander, false advertising, invasion of privacy, and infringement of copyright, title, slogan, trademark, service mark and trade dress.
- j. In the event that the Media Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

1.4 Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- 1.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents,



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officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

1.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

1.5 Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

1.6 Acceptability of Insurers

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

1.7 Verification of Coverage

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

1.7.1 All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

1.7.2 All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

1.8 Subcontractors

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance



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Requirements identified above. The Department reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

1.9 Approval and Modifications

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

1.10 Exceptions

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

Y. **Data Privacy and Security**

Contractor shall treat all information obtained through performance of the contract, as confidential or sensitive information consistent with State and federal law and State Policy. Contractor or its agents shall not use any data obtained in the performance of the contract in any manner except as necessary for the proper discharge of its obligations and protection of its rights related to this agreement. Contractor shall establish and maintain procedures and controls acceptable to the State for the purpose of assuring that data in its or its agents' possession is not mishandled, misused, released, disclosed, or used in an inappropriate manner in performance of the contract. This includes data contained in Contractor's records obtained from the State or others, necessary for contract performance. Contractor and its agents shall take all reasonable steps and precautions to safeguard this information and data and shall not divulge the information or data to parties other than those needed for the performance of duties under the contract.

Z. **Data Privacy/Security Incident Management**

Contractor and its agents shall cooperate and collaborate with appropriate State personnel to identify and respond to an information security or data privacy incident, including a security breach.

1. Threat of Security Breach

Contractor(s) agrees to notify the State Chief Information Officer (CIO), the State Chief Information Security Officer (CISO) and other key personnel as identified by the State of any perceived threats placing the supported infrastructure and/or applications in danger of breach of security. The speed of notice shall be at least commensurate with the level of threat, as perceived by the Contractor(s). The State agrees to provide contact information for the State CIO, CISO and key personnel to the Contractor(s).

2. Discovery of Security Breach

Contractor agrees to immediately notify the State CIO, the CISO and key personnel as identified by the State of a discovered breach of security. The State agrees to provide contact information



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for the State CIO, the CISO and key personnel.

AA. Security Requirements for Contractor Personnel

Each individual proposed to provide services through this contract agrees to security clearance and background check procedures, including fingerprinting, as defined by the Arizona Department of Administration in accordance with Arizona Revised Statutes §41-710. The results of the individual's background check procedures must meet all HIPAA and law enforcement requirements. Contractor is responsible for all costs to obtain security clearance for their consultants providing services through this contract. Contractor personnel, agents or sub-contractors that have administrative access to the State's networks may be subject to any additional security requirements of the State as may be required for the performance of the contract. The Contractor, its agents and sub-contractors shall provide documentation to the State confirming compliance with all such additional security requirements for performance of the contract. Additional security requirements include but are not limited to the following:

1. Identity and Address Verification – that verifies the individual is who he or she claims to be including verification of the candidate's present and previous addresses;
2. UNAX/confidentiality Training;
3. HIPAA Privacy and Security Training; and
4. Information Security Training.

BB. Access Constraints and Requirements

Contractor access to State facilities and resources shall be properly authorized by State personnel, based on business need and will be restricted to least possible privilege. Upon approval of access privileges, the Contractor shall maintain strict adherence to all policies, standards, and procedures. Policies / Standards, ADOA/ASET Policies / Procedures, and Arizona Revised Statutes (A.R.S.) §28-447, §28-449, §38-421, §13-2408, §13-2316, §41-770.

Failure of the Contractor, its agents or subcontractors to comply with policies, standards, and procedures including any person who commits an unlawful breach or harmful access (physical or virtual) will be subject to prosecution under all applicable state and / or federal laws.

Any and all recovery or reconstruction costs or other liabilities associated with an unlawful breach or harmful access shall be paid by the Contractor.

CC. Health Insurance Portability and Accountability Act of 1996

The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the State in the course of performance of the Contract so that both the State and the Contractor will be in compliance with HIPAA, including cooperation and coordination with the Arizona Strategic Enterprise Technology (ASET) Group, Statewide Information Security and Privacy Office (SISPO), Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the State and Contractor in compliance with



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HIPAA, including but not limited to, business associate agreements.

If requested, the Contractor agrees to sign a “Pledge to Protect Confidential Information” and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ASET/SISPO Chief Privacy Officer and HIPAA Coordinator.

Suggested References:

<https://www.cms.gov/Regulations-and-Guidance/HIPAA-Administrative-Simplification/HIPAAGenInfo/downloads/hipaalaw.pdf>

<http://www.hhs.gov/ocr/privacy/hipaa/understanding/>

DD. Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement

1. The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: “After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
3. Failure to comply with a State audit process to randomly verify the employment records of Contractors and subcontractors shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.
4. The State Agency retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph One (1).

5.2 State of Arizona Uniform Terms and Conditions

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1. *“Attachment”* means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2. *“Contract”* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.



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- 1.3. "*Contract Amendment*" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4. "*Contractor*" means any person who has a Contract with the State.
- 1.5. "*Days*" means calendar days unless otherwise specified.
- 1.6. "*Exhibit*" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7. "*Gratuity*" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8. "*Materials*" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9. "*Procurement Officer*" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10. "*Services*" means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11. "*Subcontract*" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12. "*State*" means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13. "*State Fiscal Year*" means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

- 2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1. Special Terms and Conditions;
 - 2.3.2. Uniform Terms and Conditions;
 - 2.3.3. Statement or Scope of Work;



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- 2.3.4. Specifications;
- 2.3.5. Attachments;
- 2.3.6. Exhibits;
- 2.3.7. Documents referenced or included in the Solicitation.
- 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

- 3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless



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- otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract (“Intellectual Property”), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.
- 3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.11 Offshore Performance of Work Prohibited.
Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically



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stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

- 4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.
- 4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3. Applicable Taxes.
 - 4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.
 - 4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
 - 4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
 - 4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
 - 4.5.1. Accept a decrease in price offered by the contractor;
 - 4.5.2. Cancel the Contract; or
 - 4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

- 5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is



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not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

- 5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

- 6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 6.2. Indemnification
 - 6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
 - 6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."
- 6.3. Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.
- 6.4. Force Majeure.
 - 6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in



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default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

- 6.4.2. Force Majeure shall not include the following occurrences:
- 6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
 - 6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
 - 6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- 6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

- 7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
- 7.2.1. Of a quality to pass without objection in the trade under the Contract description;
 - 7.2.2. Fit for the intended purposes for which the materials are used;
 - 7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;



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- 7.2.4. Adequately contained, packaged and marked as the Contract may require; and
- 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.6. Survival of Rights and Obligations after Contract Expiration or Termination.
 - 7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
 - 7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

- 8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2. Stop Work Order.
 - 8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
 - 8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and



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the Contract shall be amended in writing accordingly.

- 8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- 8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- 8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

- 9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by



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the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. **Contract Claims**

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. **Arbitration**

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. **Comments Welcome**

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.



Request for Proposal
ADSPo 16-00005829
NASPO ValuePoint Master Agreement for
Software Value Added Reseller Services
Attachment A

Solution for:

Missy Mudry
State of Arizona,
100 N. 15th Avenue, Suite 201
Phoenix, Arizona 85007
Phone: 602.542.9125
MISSY.MUDRY@AZDOA.GOV

Presented By:

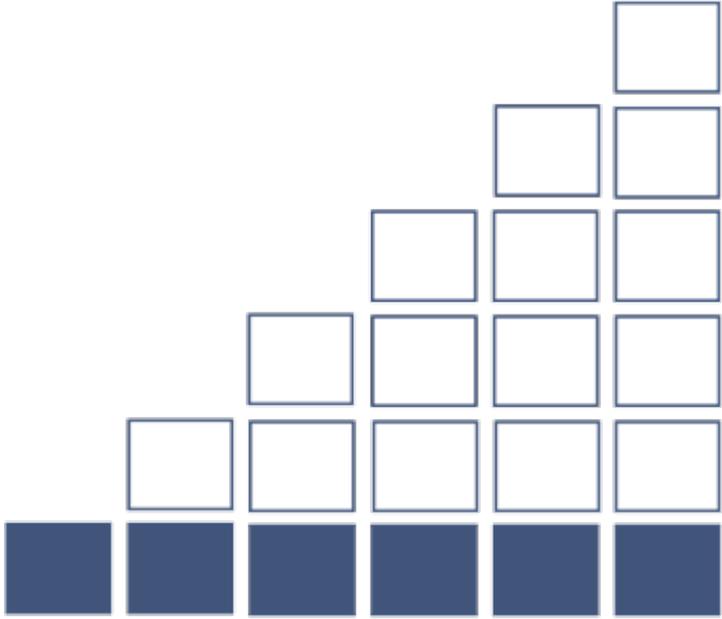
En Pointe Technologies Sales, LLC
1940 E. Mariposa Ave
El Segundo, CA 90245
Tel: (310) 337-5200
Website: www.enpointe.com



Contact:

Imran Yunus
Director of Government Sales
Office Phone: 310-337-5908
Email: iyunus@enpointe.com

Date: December 17, 2015



COVER LETTER

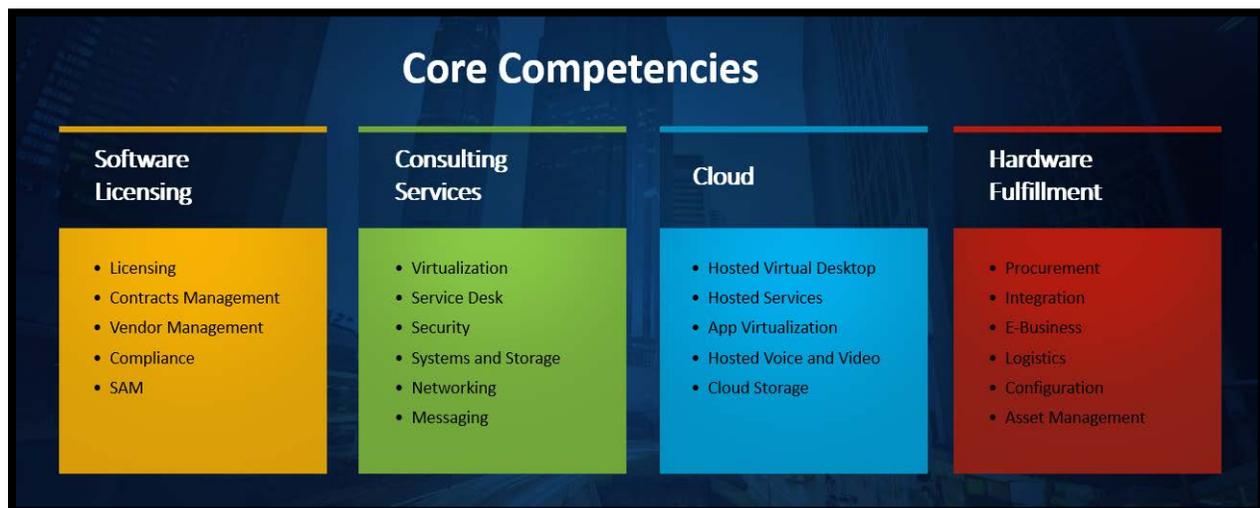
NASPO ValuePoint Master Agreement
Missy Mudry

December 17, 2015

SUBJECT: NASPO ValuePoint Master Agreement for (SVAR) Services

En Pointe Technologies Sales, LLC (En Pointe) is pleased to respond to your RFP entitled, "NASPO ValuePoint Master Agreement." For 21 years En Pointe has grown into a premier Value Added Reseller. In early 2015 we were acquired by, PCM, Inc. a larger publicly traded VAR. This has made us stronger and better able to bring even more services to cooperative contracts such as this Master Agreement.

En Pointe is one of the few companies in the country that has national core competencies in each of the four disciplines listed below.



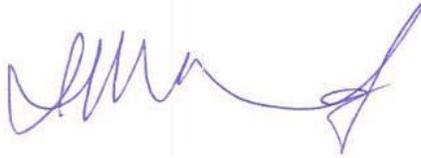
Additionally, our ability to leverage spend dollars in these different lines of business helps us add value by providing agnostic, integrated, IT support. With gross annual sales of almost \$3 Billion, we are one of the nation's fastest-growing and most established resellers of IT products and services.

By participating under this agreement, the NVP participants (NVPP) can make the purchase and management of software licensing easier and more cost effective by working with En Pointe. Our customers enjoy our flexible and robust value-added offerings to make life easier and align themselves with a partner who can best position your agencies for the future. We will outline how our Value-Add under this contract will include:

- Managed On-boarding and Transition from existing contract
- eProcurement Online Ordering and Reporting Tool/Customer Website – AccessPointe
- Software Asset Management (SAM) Offerings
- License Tracking and Consulting
- Software Integrator LAR (SLAR) – only MPA Contract holder with this designation
- Trained and Dedicated Account Managers
- Professional Service Organization that is ready to architect and implement systems that will support licensing models that depend on Cloud or On Premise database storage.

If and when reselected, you have our commitment that we will work with you to apply best practices in our partnership, while servicing NASPO ValuePoint Participants to maintain or lower their acquisition costs. Thank you in advance for your consideration.

Sincerely,



Imran Yunus
Director of Government Sales
Office Phone: 310-337-5908
Email: iyunus@enpointe.com

Note: En Pointe is the incumbent on the NASPO ValuePoint contract and we agree to the requirements set forth in Section 3 Scope of Work and will continue upon award to comply with all requirements in this section.

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ATTACHMENT A

1.1. Business Operations

1.1.1. Provide a Brief overview of business operations, with an emphasis on the provision of services as a Software Value-Added Reseller.

En Pointe Technologies is a current reseller on several Value Point contracts such as, NASPO ValuePoint Master Agreement for Software Value-Added Reseller (SVAR) Services, HP, Cisco, and EMC. We have upgraded our online system with SciQuest successfully. En Pointe was recently acquired by PCM, Inc. We are now a wholly owned subsidiary of PCM Sales Inc. and our new name is En Pointe Technologies Sales LLC. This change took effect April 1, 2015 but we have been in business for over 22 years. En Pointe was founded in 1993, and has two decades of experience as a Value Added Reseller. En Pointe, and PCM have strategically joined forces, are now one of the premiere Value Added Resellers in the nation, making us the perfect choice as a provider under the NASPO ValuePoint (NVP) cooperative agreement.



En Pointe Public Sector IT

En Pointe is a leading provider of Information Technology Products, Security Services and other Public Sector IT Support Services to Government Agencies. Our unique business structure combined with our strong contract management and extensive technical background has enabled us to provide IT equipment and value added services along with the best qualified sales and technical support at the most competitive prices in the business today. Our dedicated Public Sector team is focused on providing infrastructure and foundation solutions for the successful deployment of our Government and Education customer's initiatives in Security, Virtualization, Cloud Computing, Green IT, Classrooms/Learning and more.

Purchase products and IT solutions, and take advantage of our easy to use online ordering application, specialized staff, and our competitive government pricing. Our online ordering application makes it easy to purchase products from the NVP contract schedules.

Our core technical competencies include system architecture, design, and management from individual notebooks and desktops to the data center and everything in between. As an ISO 9001:2008 registered company, we have built our reputation on quality processes supported by certifications and accreditations at the highest levels with industry partners such as Microsoft, Adobe, Citrix, Novell, Symantec, VMware and many more. We also excel at:

- Software Licensing
- Digitization, Imaging and Replication
- Supply-Chain Management
- Asset Management & Tracking
- Data Center Consolidation
- Server Virtualization
- Enterprise Storage
- Network Design & Management

Both companies combined have over 1,000 technicians and a national network of third party service providers, we can provide pre-sales assessments and post-sales services efficiently to our customers in State, Local and Educational segments. Companywide we hold over 3,000 certifications on manufacturers and product solutions which enable our sales and service teams to effectively support these customers.

En Pointe is supported by SAP, and AccessPointe (TM) (an e-procurement application), providing dependable software support for its customer base.

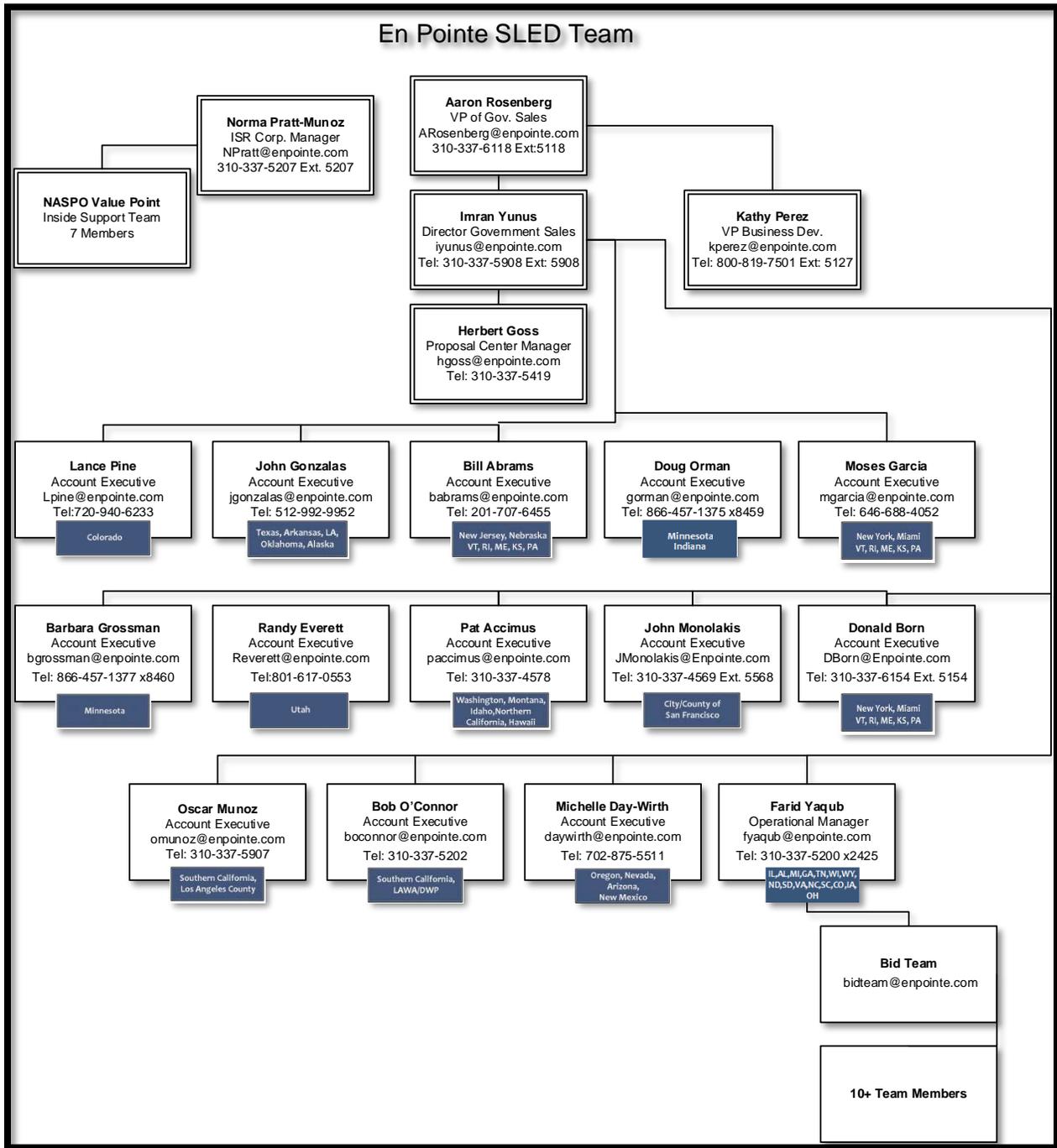
En Pointe already services many State and Local Governments:

En Pointe has had a focused State Local and Education (SLED) practice with dedicated sales and support personnel who just work with SLED agencies, for the past 20+ years. Please refer to our contract lists in section 3.1.2 below for a list of some of our current government contracts.

1.1.2. Provide the following information using the format below.

| Required Information | En Pointe Response |
|--|---|
| 1.1.2.1. Offeror's full legal name | En Pointe Technologies Sales, LLC |
| 1.1.2.2. Primary business contact information (name, address, phone number, email address, website) | <p>Imran Yunus Director of Government Sales 1940 E. Mariposa Ave, El Segundo, CA 90245 Office Phone: 310-337-5908 iyunus@enpointe.com Website: www.enpointe.com</p> |
| 1.1.2.3. Date Company was established | <p>En Pointe was established in 1993 and with our recent acquisition by PCM Sales, Inc. we became En Pointe Technologies Sales, LLC on April 1, 2015. We continue to bring our customers and partners the same high level of service we have for the last 22 years only now we have the added capabilities from the PCM group who have been in business for 28 years.</p> |
| 1.1.2.4. Location where the Offeror is incorporated | <p>State of Delaware - 2711 Centerville Road, Suite 400, Wilmington, DE 19808.</p> |
| 1.1.2.5. Ownership structure (public, partnership, subsidiary, etc.) | <p>En Pointe Technologies Sales, LLC is a public company wholly owned by PCM Sales Inc.,(NASDAQ PCMI).</p> |
| 1.1.2.6. Office location(s) responsible for performance of contract. Include address, contact information. | <p>1940 E. Mariposa Ave, El Segundo, CA 90245, Ph: (310) 337-5200, Fax: (310) 725-5240, Toll Free 800-800 4214</p> |
| 1.1.2.8. Contact information for the individual who is responsible for any clarifications or discussions regarding the submitted response. | <p>Imran Yunus Director of Government Sales Office Phone: 310-337-5908 iyunus@enpointe.com Aaron Rosenberg Vice President of Government Sales 310-337-6118 Ext:5118, ARosenberg@enpointe.com</p> |

1.1.2.7. Organizational chart relevant to Scope of Work of this solicitation.



1.2 Key Personnel – Provide the information, using the format below, regarding each Key Personnel for a resultant contract for items 1.2.1 through 1.2.5:

En Pointe has an entire team of dedicated professionals ready to continue to support NASPO ValuePoint and we feel the key personnel will encompass the following roles:

- Overall Relationship Manager and Executive Contract Director
 - Ensure the State’s contract needs are met through ongoing quality control processes designed around support, expert account management
- An Inside Sales Team to support customers.
 - Support NVP through the 1-800 toll free number, email and fax for orders, quotes, reporting, sending out marketing collateral, etc.
- Customer Support Team for order status and pre/post sales
 - Act as resource to the Account Manager for help with order status.
- Hardware support team
 - Managed the hardware procurement process from order through fulfillment to billing
- Software License specialist assigned to support the account team
 - Managed the publishers and expedite problem resolution.

Key Personnel for En Pointe SLED Team

| 1.2.1 Name | 1.2.2 Position/Title And Reporting Responsibilities | 1.2.3 Years of industry experience | 1.2.4 Years in current position |
|------------------|---|---------------------------------------|------------------------------------|
| Aaron Rosenberg | Vice President, Public Sector | 20 | 1 year |
| Imran Yunus | Director – Government Sales | 25+ | Over 18 years |
| Kathy Perez | Vice President Business Development and SLED | 25+ | Over 19 years |
| Randy Everett | Senior Account Executive- Government Sales | 32+ | 15 years |
| Barb Grossman | Account Executive | 25+ | Over 18 years |
| Doug Orman | Account Executive | 20+ | Over 18 years |
| Bill Abrams | Account Executive | 20+ | 5 years |
| Bob O’Connor | Account Executive | 27+ | 12 years |
| Don Born | Account Executive | 20+ | 15 years |
| John D. Gonzales | Account Executive | 14+ | 1 year |

| | | | |
|-------------------------------|------------------------------------|---------------------|--------------|
| Lance Pine | Account Executive | 20+. | 13 years |
| Michelle Day-Wirth | Account Executive Public Sector | 20+ | 5 years |
| Oscar Munoz | Account Executive | 25 | 20 years |
| Pat Accimus | Account Executive | 25 | Over 4 years |
| Norma Pratt | ISR Corporate Manager | 25+ | 23 |
| Charles Rokosz | Inside Sales Rep | 25+ | 23 |
| Tanya Frantz | Inside Sales Rep | 20 | 15 |
| Sergio Garza | Inside Sales Rep | 20 | 2 |
| Theresa Herrera | Inside Sales Rep | 25+ | 20 |
| Kathleen Jackson | Inside Sales Rep | 18 | 12 |
| Scott Saling | Inside Sales Rep | 15 | 8 |
| Eric Saucedo | Inside Sales Rep | 15 | 10 |
| Scott Siemsen | Inside Sales Rep | 21 | 18 |
| Boston Microsoft Team | Software Support | 7 Reps 15+ years | 15 |
| Portland Inside Sales Team | Software Support | 8 Reps 10+ Years | 10 |
| BDM | Software Support | 30 Reps 10+ | 5 |

Please see our org charts for Sales Representatives contact information, Brand Managers, and Marketing Support.

Also see our Microsoft Team ready to support NASPO ValuePoint:

[ATTACHMENT A_Qualifications_EnPointe_Microsoft Practice](#)

1.2.6 In addition, provide a brief resume which contains education / credentials / certifications / employment.

En Pointe has an experienced and dedicated staff of credentialed employees who have years of experience servicing the SLED marketplace specifically software acquisition services. They are led by Imran Yunus who has been leading the WSCA contracts since its inception.

| | |
|--------------------------|--|
| Name | Imran Yunus |
| Title | Director – Government Sales |
| En Pointe Contact | 1940 E. Mariposa El Segundo, CA 90245 Office Phone: 310-337-5908 |

| | |
|--|---|
| | <p>Email: iyunus@enpointe.com</p> |
| <p>Summary</p> | <p>Over 25 years of sales and sales management experience provides Imran with comprehensive hands-on direct sales experience especially with governmental customers. His customers have purchased at least \$1.5M, per month, of technology related products and services over the past 25 years. His customers include the City of Los Angeles, the County of Los Angeles State of California, State of Hawaii, the Los Angeles Department of Water and Power and Los Angeles World Airport</p> |
| <p>Education</p> | <p>California State University Fullerton</p> <ul style="list-style-type: none"> • MS Management Information systems • BS, Business Administration |
| <p>Accomplishments</p> | <ul style="list-style-type: none"> • Managed the City of Los Angeles Single source Hardware and Services contract, for all City departments including, LAWA and DWP, for 20 years. • Nominated Supplier of the year by the City of LA and DWP • Qualified for Presidents club for customer satisfaction, for the past 20 years. • Instrumental in winning contracts with County of LA, County of Riverside, City and County of San Francisco, GSA Schedule, several CMAS and SLP contracts with the State of California, LAWA, Port of Los Angeles, LA DWP and many more. • Currently managing one of En Pointe’s most successful team, both in customer satisfaction and sales revenue. • Extremely well respected in the manufacturer community, work very closely with HP, IBM, Lenovo, Cisco Dell, Microsoft and many more. |
| <p>Work Experience</p> | |
| <p>En Pointe Technologies Sales, LLC – May 1997 to Current Director of Sales</p> <p>As a team leader Mr. Yunus conceptualizes and guides his sales team to execute innovative and integrated channel marketing programs for all routes to market with identified partners including events, digital marketing, social media, field marketing, media buys, content syndication, etc.</p> <p>He provide strategic marketing direction by engaging with partners to understand business objectives and the ability to use that insight to build and execute marketing plans and strategies focused on qualified pipeline creation.</p> <p>He engage customers and build awareness for En Pointe offerings while generating qualified leads, and driving new business.</p> | |

He monitors, analyzes and reports performance against forecasts and past performance. Leverage results to increase success of future marketing programs.

He is a master at improving channel partner sales teams' functionality by developing enablement tools and effective communication methods in multiple geographies.

He has led his team the SLED team to year to year growth over the last two decades.

NovaQuest Information Systems - March 1992 to May 1997

Sr. Account Executive

Sold NovaQuest offerings while managing the sales and service pipeline.

Collaborated with company executives, setting product & solution offerings and sales & marketing strategies.

Developing and managing new accounts while maintaining and sustaining successful long-term relationships with key decision makers up to and including the "C" level

Developing, maintaining, and leveraging strong relationships with OEM Partners and distributors

ComputerLand: - December 1982 to February 1992

Account Executive

Growth leader in information technology sales.

Please refer to our Account Executive Resumes in an attached PDF.

Attachment A_Qualificatioins_EnPointe_Keypersonnel_Resumes

1.3 Account Management Team – Provide a description of the responsibilities of the dedicated account management team(s) that would be assigned to each Participating State under resultant contract. Include a description of how the account management structure ensures that service will continue despite vacations, illness, other absences or resignations.

CUSTOMER SUPPORT – SERVICE CONTINUATION

Account Executives have an entire team backing them up and when one is placed on leave, takes a leave of absences or is sick, their accounts are backed up by fellow account executives and upper management. Our clients are protected from natural disasters and man-made interruptions of business. As shown in the SLED team org chart, Account Executives cover designated states. But each is backed by an Inside Sales Representative who has in-depth knowledge of the states they cover. Thus when an AE is on vacation, normally the ISR will make sure the participating agency remains unaffected. In cases of escalation or very important matters, upper management will fill the shoes of the Account Executive ensuring no lapse in services. Now here's a description of the responsibilities that our AEs hold:

Sales Team

Our Sled team is made up of professionals who generally have at least 10+ experience in the service of large governmental contracts. They have a deep knowledge base of our offerings and how they can benefit NVP stakeholders.

Our Sales Executives are experts at Pre-Sales Support:

- Pre-Sales solutions consultations and technology audits
- Bid Desk for volume discounts, special pricing, channel promotions, deal registration
- Order Management group to make sure your orders are processed efficiently
- Credit, Payment and Leasing options
- Dedicated Account Executive Team



Product Acquisition

- Ability to source from 50 warehouses nationwide including our 200,00 sq. ft. warehouse
- Drop shipping direct from our partners
- Business Direct Site (BD) so you can place orders on-line 24/7 at corporate pricing, track orders, view order history & manage IT purchasing
- Flexible payment options including net 30 terms, competitive leasing and vendor promotions
- Hard Copy or Verbal Purchase Orders for customer's convenience
- Aggressive pricing
- Great web sites for content and searching
- EPP programs - Thanks to our consumer business

Integration Support

- Custom Configurations
- Upgrades
- Asset Tagging
- Image Management
- All of our technicians are manufacturer certified

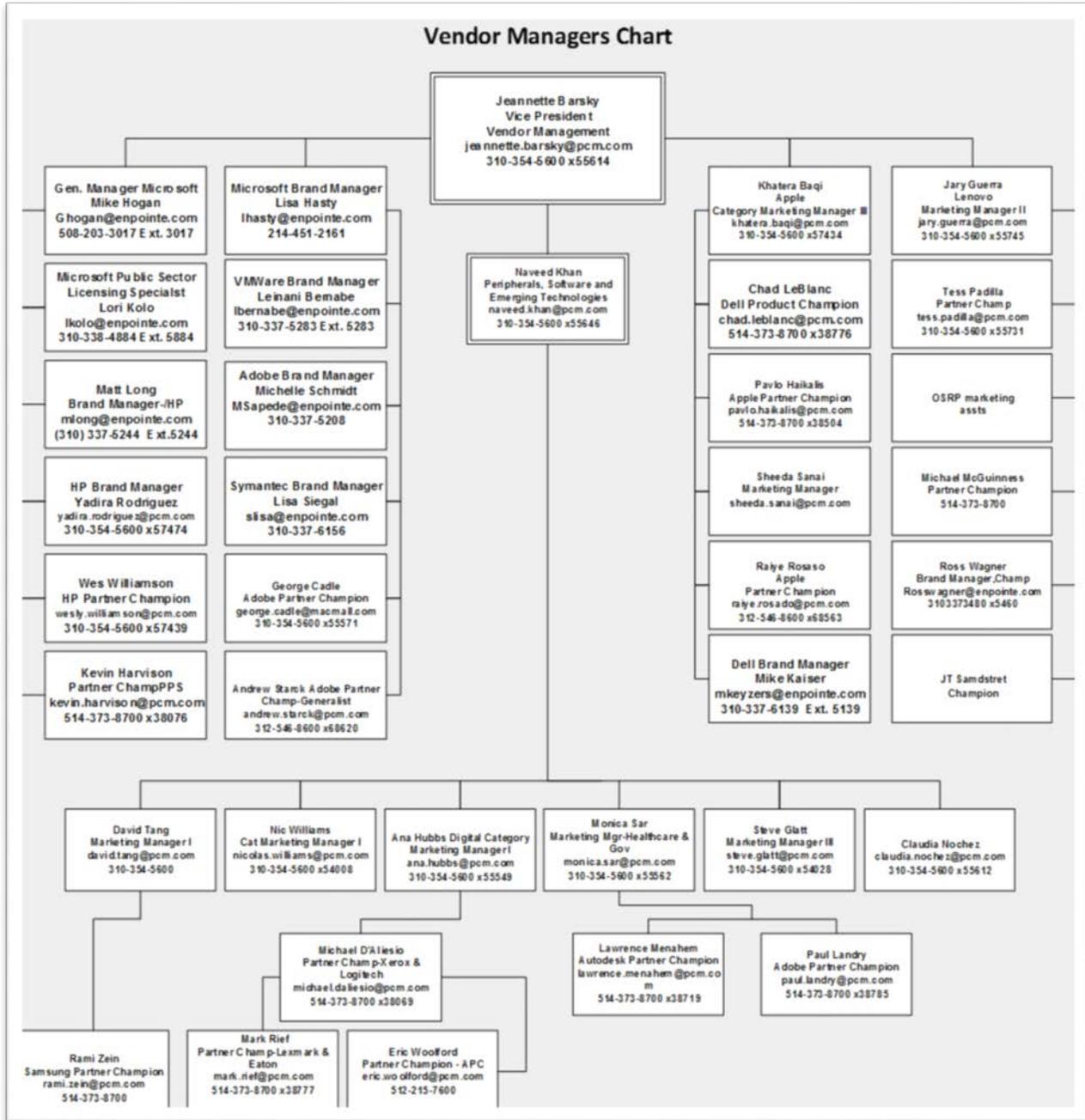
Deployment Support

- Rollout options based on timelines
- Bill & Hold service to capitalize on stock & pricing advantages
- Multiple shipping methods available based on priority of order
- Direct manufacturer relationships and inventory in distribution center allows En Pointe to fulfill 95% of its orders the same day
- En Pointe has strategic relationships with all Tier 1 distributors, providing live online procurement.

- Data collected in real time via, EDI.
- Sales teams are linked real-time with these sources enabling us to view and procure constrained products from over \$2 billion in channel inventory

Brand Managers

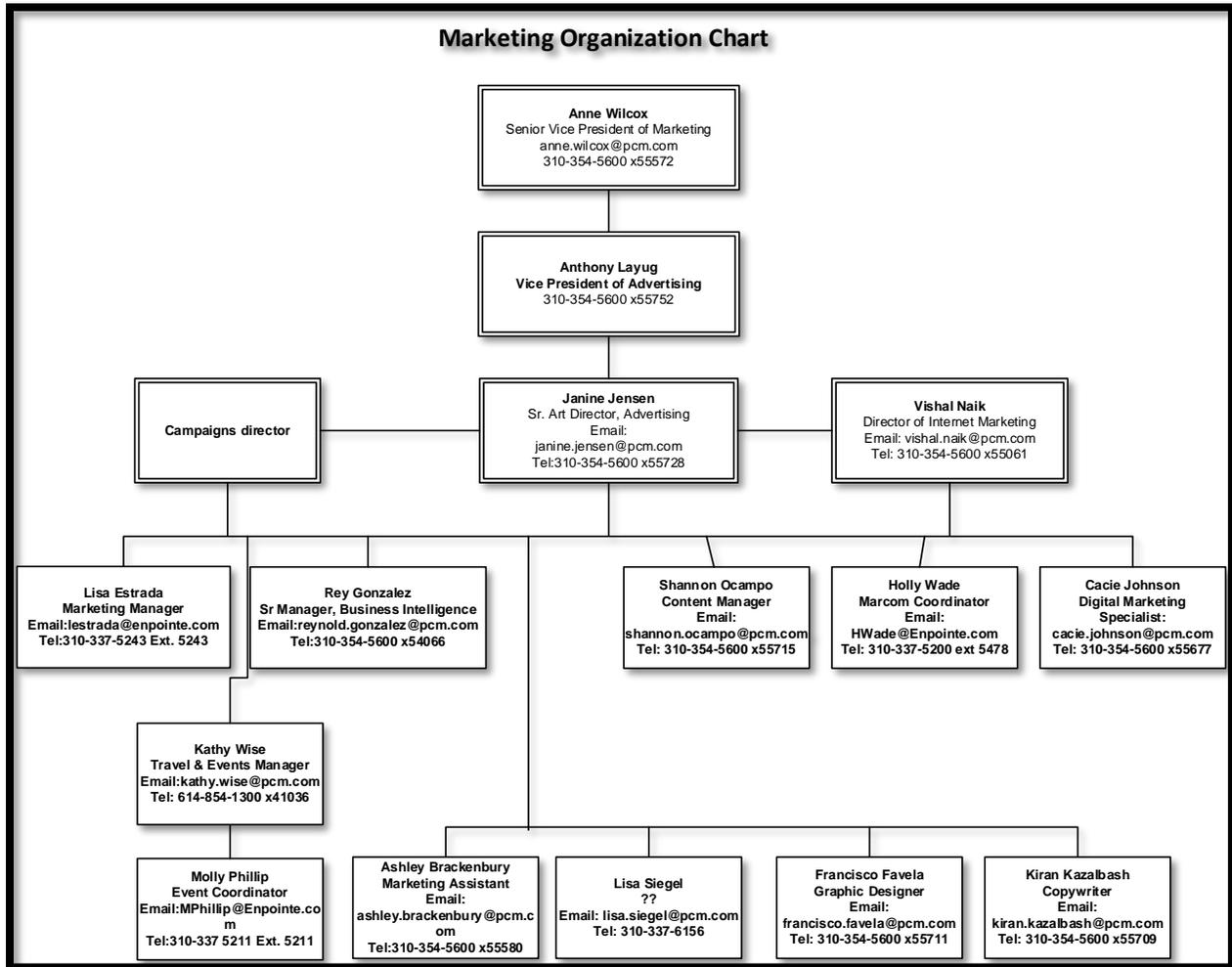
En Pointe also has an incredible team of Brand Managers who have all become subject matter experts in their technology and they are here to support NVP stakeholders helping them to find the correct technology solution for their IT implementations.



We also use a knowledgeable Operations Team Marketing Team, Executive Management and Support Team, Licensing Teams, Back Office Support. For every customer facing person at En Pointe there are hundreds of behind the scene professionals who will also be supporting NVP.

Marketing Team

Our marketing team disseminates new product information to NVP Participants via email blasts, while holding webinars for their education. They hold events such as our Tuna Classic (fishing trips), Golf Tour, and En Pointe Film Premiers which are held in conjuncture with En Pointe IT Expo that give publishers a chance to give participants a close-up, hands-on look at the latest technologies.



Our sales force is truly a team. Each person is covered by peers, subordinates and upper management when they are absent.

Business Continuity - Sick Leave, Maternity Leave, Employee Turnover and Disaster Recovery

En Pointe is aware that our customers and partners have an interest in how we are prepared for unexpected interruptions to business operations. En Pointe’s customers depend on us for key infrastructure and productivity products as well as the services required supporting these products. In developing a change in personnel and disaster recovery plans, En Pointe finds it is

important to understand the key operations of our systems and facilities and how we can effectively maintain delivery to our customers.

First we run our operations on an SAP system housed in our Los Angeles area integration facility. We perform a daily backup of our system and that backup copy is transported off site to a secured facility every evening. Customer orders are processed by En Pointe employees from En Pointe locations around the country.

In the event of a major outage which could not have been forecasted (force of nature – earthquake, flood etc.) En Pointe’s service resources have the capability of moving from an automated national dispatch process to a localized manual dispatch process. Our service engineers in the field report through regional service managers. Our sales force is distributed throughout North America and in case one facility goes offline, the workload will be distributed across the remaining branch offices and virtual Account Executives using a combination of our wide area network, local Internet Service Providers (ISPs), our call centers and fax facilities. We have SLAs in place with third party providers [ISPs, telecomm service providers such as AT & T] to ensure business continuity and disaster recovery in the face of a calamity.

1.4 Subcontractors – Provide the following information for items 1.4.1 through 1.4.3, using the format below, for any subcontractors you propose to use.

1.4.1 Name of individual or company;

En Pointe will not be using subcontractors to support NASPO ValuePoint participants’ software needs.

1.4.2. Proposed work to be performed;

No subcontract work will be performed.

1.4.3 Approximate percentage of work directed to subcontractor relative to total work under a resultant contract;

No work will be subcontracted for this opportunity unless we bid on services that our company does not provide directly. In that case we will find a competent subcontractor and negotiate those services at that time.

1.4.4 In addition, provide a brief resume which contains education / credentials / certifications / employment.

Not Applicable

2. Company's Experience

Describe the Offeror's experience and expertise providing the following services:
At a high level the following graphic depicts our portfolio of expertise.



2.1 Account Management (assume 'accounts' as equivalent to a state contract, and to using municipality).

En Pointe Account Management

En Pointe uses a team strategy to ensure that our customers receive the finest customer service available in the United States IT industry. It starts with our upper management who support our dedicated Account Executives. The Account Executives (AE) are your Single Point of Contact so that participants always know who they can turn to for answers. These AEs are supported by an entire Inside Sales Representative Group, Brand Specialists, Marketing Team Members, and Operations Staff. Each one trained to provide specialized support to Local Government, K-12, and Higher Education institution clients for our statewide contracts.

En Pointe Account Managers will provide guidance for participants in the following manner.

- On-board participants into our backend system.
- Get the appropriate contracts signed by all publishers.
- Work to ensure we have all proper contract information and that information is ported.
- Schedule internal communication will all NVPPs
 - Ensure all staff members are fully aware of the processes and contracts in place prior to roll out.
- Set up end users in the on-line portal AccessPointe.

En Pointe will then set up multiple webinar/training sessions to educate end-users on how to use the on-line portal. We will set up bi-weekly meetings for the first ninety days with the head

of procurement. This will ensure the lines of communication are constantly open during the transition process. During the contract, we will conduct account performance and contractual reviews annually and have quarterly webinar business reviews.

En Pointe will also coordinate meetings with publishers to provide product demonstrations and product evaluations. We will consistently communicate the contractual pricing for all volume licensing contracts to all state users. We provide pro-active notifications of renewals and contract expirations as part of our Software Account Management program. We maintain a dedicated renewals team that tracks all expirations, renewals and provides notification to your account management team.

2.2. License Management.



The image shows a presentation slide titled "Software Licensing Services". On the left, a dark blue sidebar lists the following services:

- Assessment
- Compliance Review
- Contract Management
- Implementation
- Lifecycle Support
- Software Subscription Management
(Adobe Creative Cloud, Office 365, etc.)
- Reporting and Tracking

On the right, there is a photograph of a white shelf with a cardboard file folder labeled "Licenses". Below the folder are several software product boxes: Symantec Endpoint Protection, VMware vSphere Director, Windows 8 Pro Pack, and Adobe Creative Cloud.

Managing software licensing contracts is complex. Each publisher has different programs. Tracking what you bought, what you own, and what you are using can be an overwhelming undertaking for an organization. En Pointe Software Licensing Services eliminates complexity by helping partners manage their publisher relationships. Our Software Licensing Program Includes:

- License Program Analysis and Comparisons
- Publisher Contract Negotiations
- Assistance with License Transfer and Consolidation during M&A's
- Compliance Reviews and Audit Consulting
- Subscription-based and Ad-Hoc Reporting
- Software Asset Management

Other Licensing Value-adds: In addition to what we believe to be the highest standards of reseller offerings, En Pointe has many key services that may result in a collective cost savings as well as a heightened customer experience:

- A. Enterprise Agreement Tracking
- B. Electronic Software Delivery (ESD), Microsoft Products
- C. AccessPointe, En Pointe’s web portal for purchasing
- D. Support for Electronic Software Downloads
- E. License Solutions Provider and other top designations.

As an LSP En Pointe has the expertise to go beyond procurement of licenses to provide planning, deployment, full or partial management and retirement of your Microsoft and other Publisher technologies.

2.3 Training

En Pointe has many certified service training professionals who are fully authorized to install, upgrade, repair and train on all major publisher partners like Microsoft, Novell, Adobe, Symantec/Veritas, VMWare, EMC, Redhat, IBM, and many more.

- On-Site Training - One to one training can be arranged as well as classroom environment training.
- Off-Site Training- En Pointe is certified by all major software titles. We can offer off-site training in most software capacity. We have provided training in software to a large number of customers. This training ranged from beginner level end users to high level IT professionals.
- Webinar Training: En Pointe has a full team of training personnel who run webinars hosted by top software publishers. We currently provide this training to all NASPO ValuePoint Customers.

2.4 Software Advisement

En Pointe has a professional methodology for advising our clients on the best practices for software aquisition, license management and reporting avialbe in the market. We also offer world class Software Asset Management services which use the following protocol:



Software Licensing and Consulting

While Volume License agreements lower software asset-management costs significantly and ease compliance worries, some organizations are reluctant to implement them because they can be complex. It is easy to be intimidated by confusing terms and conditions, a plethora of product and purchase options, and ongoing reporting requirements. En Pointe Technologies will work with NVP participants to make sense of their volume license agreements. We deliver cost-effective guidance through contract interpretation, licensing deployment, and comprehensive reporting.

First, we review the purchases they have made within the last few years. We examine upcoming projects they are planning, as well as acquisition and divestitures, to predict future needs. Then we look at the licensing programs publishers provide, and decide how to set up each program so that your future purchases will be the most economical as well as fit best into their procurement processes.

Our license consulting services include the following:

Publisher, Product, and Program Information – En Pointe will proactively deliver key information to help participants make informed decisions. We do this via regularly scheduled executive reviews of their business, product training web casts, on-site visits and meetings with stakeholders and constant communication with vendor product representatives and other En Pointe customer account teams.

Program Awareness and Needs Analysis – En Pointe will help NVP participants understand their options for acquiring software based on their business objectives and needs. We strive to be proactive in understanding the customer’s business and technology support plans for the coming quarter and into the following year. Upon analysis of past trends and future plans we can leverage our industry knowledge, vendor relationships and other customer experiences to provide guidance for NVP participants. This consultative approach to our relationship with our clients can be quantified by our impact on customer’s software spend, reducing cost of acquisition and improving service levels.

License Program Recommendation and Justification – En Pointe licensing managers and license contract specialists will advise NVP participants on license programs, contract structure, industry trends and strategy.

Software Procurement Process Consulting – En Pointe currently provides advice, and will continue to provide advice, on the administrative advantages of licensing programs through customer oriented seminars and discussions.

Software Licensing Support **Client Relationship Management**

Enterprise Agreement Tracking: En Pointe can offer comprehensive management of contract agreements.

Electronic Software Delivery (ESD), Publisher Products: By setting up a secure server at our ISO certified configuration center and delivering software electronically, your organization could be eligible to save significant hard dollars by not having to pay sales tax. Although many of titles are available for download on publishers website, not all are available and new release updates generally run slow (as much as 30 days after release), by utilizing En Pointe ESD, our clients have access to a complete library when needed.

Dedicated Account Team with over 25 years of experience: This would ensure the highest level of customer service accompanied with the knowledge to help ensure our clients negotiates a “Best of Class” agreement with Microsoft as well as many other publishers. This also provides redundancy; in the unlikely event we lose one of the members of our team, would experience zero drop-off in service level.

Electronic Software Delivery (ESD), other publishers: Today more and more publishers are delivering their software via email with a link to download. Some of the concerns that customers like NVP participants face are the inability for the reseller partner to provide order tracking and delivery management processes to meet their required SLA’s. This is due to the process of customer to reseller ordering where the reseller places the order with the publisher. However, the publisher then sends the download email directly to the customer. En Pointe, as part of our practice, establishes an email alias for customers so that emails from the publisher arrive back to En Pointe. This allows us to manage to the SLA’s agreed to with the customer for all orders and delivery. With En Pointe’s unique offering, you would also receive products with all other pertinent information (PO #, cost center, end user information etc.) to allow proper receipt of product while En Pointe manages the responsibility. This would allow a simpler and more efficient receiving process on all ESD products.

Technical Certifications: Although many publishers, Microsoft included, offer the same pricing to all of its LAR’s /ESA’s (currently), our technical certifications afford En Pointe additional discounts and rebates from other publishers that the “software only” companies do not receive.

Contract Management - Licensing

A true-up analysis as well as volume license agreements are reviewed during client quarterly and annual account reviews. For example, En Pointe has successfully renegotiated a Microsoft Enterprise Agreement after only 1 year which resulted in a \$9 million savings for a “major

computer manufacturer”. This is an important part of the En Pointe commitment that demonstrates proactive client advocacy with proven success.

License Compliance Services (LCS)

En Pointe’s offers License Compliance Services (LCS) to help our clients gain control of their assets and ensure that adequate processes and best practices are implemented to maintain an accurate asset repository and ensure license compliance.

According to Bill Kirwin, vice president and research director for Gartner, nonexistent asset management processes add 7 to 10 percent per year to the total cost of ownership. This can be \$560 to \$800 per user annually. According to Gartner, the inefficiencies of poor software asset management are even greater.

When would License Compliance be of value to NVP participants?

- When you negotiate software licenses
- When you need to know if users have installed rogue software
- When you need to ensure that virus definitions are current
- When you need to respond to a software vendor audit
- When you plan any sort of deployment
- When you acquire a company, or when you're acquired
- When you project your IT budget for the next 12 months
- When the Helpdesk is resolving user problems
- When you need to know if licenses can be harvested instead of purchasing new
- When you return assets - recycling licenses from disposed systems reduces new purchases

Benefits of implementing En Pointe’s License Compliance Solution

Avoid over-purchasing, avoid being out of compliance, or due to a lack of verifiable data, many organizations over-purchase software. Over purchasing wastes limited budget dollars, acts as a flag to auditors and is avoidable with the right solution.

Improve Compliance Capturing licensing information at the time of purchase and allocation information at the time when the software is installed provides an accurate ownership and allocation database. Reconciling the licensing information with discovery data provides for a "checks and balances" process to ensure data validity for compliance purposes.

Generate Accurate Budgets and Forecasts **Accurate purchase price information**, along with accurate inventory and actual usage information allows IT managers to provide management with accurate cost analysis reports including budgets and forecasts. This information enables the establishment of harvest and re-usage processes resulting in reduced spending (based on actual usage).

Improve Help Desk Efficiency According to Gartner, standardizing a company-wide list of software products can reduce the duration and frequency of Help Desk calls by 15%. This also

serves to improve the efficiency of getting new software and upgrades to users' desktops, making users more efficient. En Pointe's LCS is comprised of 5 steps, each having key ingredients of people, tools, data and processes:

1. Procurement Control

Gaining control of what software is coming into the company is key in getting control of the ever changing environment. Reducing non-standards purchases provides significant resource savings and lowers TCO for assets. Establishing best practices for requests, approvals, fulfillment and retirement will proactively control what enters the environment and how it is supported.

Utilizing En Pointe's e-procurement system, Access Pointe, our customers will have standardized catalogs of "approved" equipment and software to purchase from. Approvals and requests can be managed and clients have access to all purchasing data down to serial number. This data can be easily ported into contract management systems the customer may choose to implement. Those will be discussed in more detail under the Contract Management section.

| | |
|------------------|---|
| People | Involvement of procurement resources along with company compliance on centralized procurement vehicle |
| Tools | En Pointe's Access Point procurement system |
| Data | Standardized list of approved products |
| Processes | Documented processes around product acquisition as well as configuration and deployment of assets |

2. Discovery / Inventory – What's installed?

A strong inventory solution is the epicenter and reliable source of truth for a top caliber asset management initiative. Knowing what you have and where it's located empowers staff to deploy, manage and secure the infrastructure.

Many clients have tools implemented that will provide basic hardware and software inventory. Data from these tools is typically provided for all EXE and COM files located on a system. Some of the more sophisticated tools can sort through the thousands of EXE and COM files and determine which product suites are installed. For example, a discovery tool that provides data that Graph.EXE is loaded on a system is not as valuable as a tool that tells us that Visio Professional 2003 is installed on a system.

En Pointe highly recommends a tool that can produce data that closely matches the actual licensing documents. Leading Market tools such as SMS and Altiris are favored by En Pointe

because of their cost effective features and benefits. However, we do support and review all the other major publishers and solutions.

- People** Involvement from procurement, asset management and IT are required to determine what data will be captured, how it will be distributed and the specifics about tool deployment to the infrastructure.

- Tools** Microsoft SMS and Altiris Inventory Solution are both excellent choices for providing a thorough inventory of both hardware and software in the environment. The tool must have the ability to categorize specific EXE and COM files into known off-the-shelf packages as well as collecting information about custom or specialized software. Additionally, the tool should be well behaved on the network, have flexibility on reporting, address disconnected users and support multiple platforms.

- Data** Data should contain specifics about the system, key user, location, hardware configuration, off-the-shelf software installed and also information about customized software installed.

- Processes** Processes must be documented to address asset retirement, capturing customized information and deployment and maintenance of the inventory system.

3. Application Metering – What’s being used?

Organizations increasingly rely on asset management to avoid penalties and comply with organizations such as the Business Software Alliance (BSA). Around the globe, different organizations issue varying guidelines. Compounding this compliance challenge is the variety in licensing models that can be based on per organization size, per named user, per computer, per concurrent user, or other basis.

Organizations are gaining awareness about the need to better manage applications, subscriptions and digital property that are paid for, versus installed, versus actually used regularly or needed. Application metering is a valuable component of asset management practices for better managing procurement, compliance, usage, recycling and retiring of licensing and contracts.

The motivation to assess “over” or “under” licensing continues to intensify. As IT spending diminished in recent years, software purveyors have stepped up auditing of their customers to generate the needed revenue.

- People** Procurement and Asset Management resources need to determine which applications will be metered.

| | |
|------------------|--|
| Tools | Microsoft SMS and Altiris both have the ability to meter applications. The tool must also have the ability to meter specific group so of users as well as the entire environment. Altiris has the ability to deny application usage as well. |
| Data | Data will show usage for a given period of time for each application |
| Processes | Processes must be documented around setting up a metered application and also removing metering. Additionally, a process should be developed for analyzing metered data with inventory data to determine unused software assets. |

4. Contract Management – What have I purchased and what does it entitle me to?

Tracking vendor software contracts entails gathering purchasing data, licensing requirements, service agreements, warranties and entitlements. Correlating contract data with actual system inventory provides necessary information to perform the following:

- Gap analysis between what is installed and what has been purchased
- Re-allocate licenses
- Retire assets
- Develop vendor negotiation strategies
- Eliminate unnecessary maintenance costs associated with underutilized assets
- Consolidate contracts
- Authorize users for specific licenses
- Produce precise reports for software audits
- Demonstrate license compliance

| | |
|------------------|--|
| People | Procurement and Asset Management resources |
| Tools | Altiris Asset Management Solution |
| Data | Purchasing data, contract data, inventory data and metering data are all combined to provide in depth analysis of license compliance and management. |
| Processes | Processes must be documented for adding, changing and removing license contracts. Additionally, processes for installing new systems, harvesting licensing, upgrading licenses and renewing contracts must also be documented. |

5. Process and Best Practices – How do I manage this in the future?

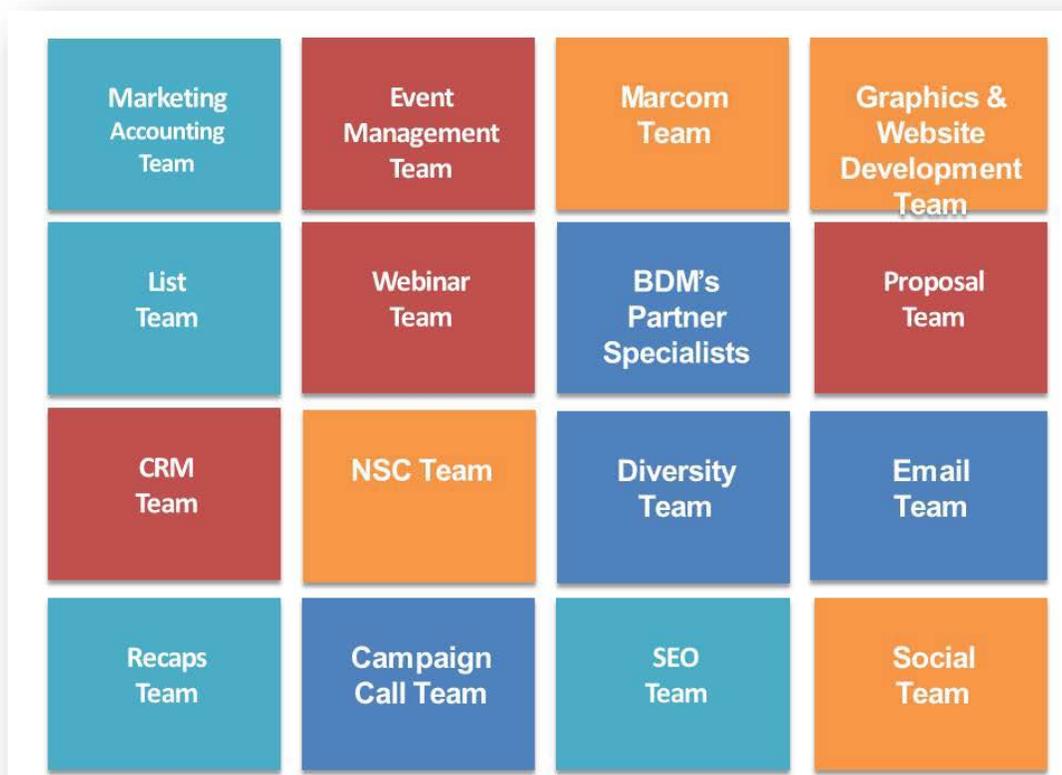
Getting back into compliance is an expensive challenge. Once all the tools and data are in place, keeping compliant is the objective. Gaining consensus around IT processes and policy

will ensure proper use, configuration and utilization of automated discovery and management tools discussed in steps 1-4.

- People** IT Staff, finance, procurement and asset management
- Tools** Asset tool, procurement processes, Help Desk tool
- Data** Installs, moves, adds and changes
- Processes** Document processes for procuring and receiving product completely through lifecycle until disposal

2.5 Other (specify)

Marketing the NASPO ValuePoint contract will one of our most important mission as we explain to participants the various benefits they will enjoy under this Master Agreement. Our Marketing team was shaped and has experience garnered from working as the incumbent on the NASPO ValuePoint contracts.



En Pointe has a world-class marketing team that excels in defining market value proposition, identifying target market and creating detailed channel approach along with our seasoned sales experts. Our teams help in lead generation, SEO, trade show presentations, targeted web based

campaigns, email campaigns, traditional advertising, affiliate marketing, banners, blogs, landing pages, and viral marketing, who can leverage our indirect partner program targeting customers who can benefit from partner program with all our publishers.

Personal Sales Calls

Our marketing department has a dedicated inside sale force.

Announcements

En Pointe builds web pages announcing to the participants all the benefits of our NASPO ValuePoint partnership with En Pointe. We currently create these types of webpages for many states such as Alaska, Washington, Hawaii, and many more. En Pointe can design, publish and distribute co-branded state specific landing pages filled with marketing materials within first 90 days.

We use these websites to update clients of publisher changes to software, software licensing, program changes, rate increases/decreases, and new offerings.

En Pointe has been creating WSCA newsletters under the current contract and we will continue to update and refine our pages to inform participating stakeholders of products and services that may be useful to their institution. Examples of State websites and newsletters:



Awards



En Pointe prides itself on its dedication to service and detail. For example, in addition to winning numerous VAR of Year and Partner of Year awards, En Pointe has been bestowed the honor by Microsoft of winning Award of Operational Excellence an unprecedented seven years in a row. The Operational Excellence award is given to the Microsoft LAR/LSP with exemplary credentials and the demonstrated ability to provide clients value and superior customer service in the complex ecosystem of Microsoft licensing.

3. Clients

3.1 Provide information on Offeror's current government client list.

Here are examples of some of the states and other government entities in which En Pointe is currently doing software businesses:

En Pointe counts the following states as major clients.

- State of Hawaii – Current Value Point customer for software, Cisco HP.
- State of Missouri - Current Value Point customer for software.
- State of Kansas - Current Value Point customer for software.
- State of Nevada - Current Value Point customer for software.
- State of Alaska - Current Value Point customer for software.
- State of Nebraska- Current Value Point customer for software.
- State of Minnesota
- State of Utah- Current Value Point customer for software, HP, EMC, Cisco.
- State of New Jersey
- State of Massachusetts
- State of Maine
- State of North Carolina
- State of Vermont
- State of New Mexico- Current Value Point customer for software.
- State of New York
- State of Illinois
- State of Rhode Island
- State of Florida
- State of California- Current Value Point customer for software, HP, EMC, Cisco.

We also have many local governments and educational entities as contract holders.

- County of Riverside,
- City and County of San Francisco
- County of Los Angeles
- Dade County, Florida- Current Value Point customer for software.
- Anne Arundel County, Maryland
- Salt Lake City, Utah
- Clark County, Nevada
- Stanford University
- University of Illinois
- University of Kentucky
- University of Tennessee
- Los Angeles World Airports
- Sonoma County
- Jefferson County School District

This is just a short list of the many government contracts En Pointe services.

3.1.1 Explain the services provided to each and how long Offeror has been working with each.

En Pointe has worked with Commonwealth of Massachusetts for over 10 years and supplied Software Licensing and Related Services, Hardware, Project Management, Integration, and Maintenance.

We've worked with the State of Vermont, Hawaii, Nevada, New Mexico, Maine, Rhode Island, New Jersey and New York for the last five years supplying software and related services.

The State of Minnesota since 1997 helping them procure hardware, software and services.

State of Utah since 1998, helping them procure hardware, software and services.

State of California since 1998, helping them procure hardware, software and services.

One of our earliest clients who still uses our service is the County of Riverside since 1996, helping them procure hardware, software and services.

The City and The County of Los Angeles since 1995 helping them procure hardware, software and services. We have such a trusted relationship with the County of Los Angeles that last year we provided them \$75 million dollars in Office 365 licensing service saving the county over \$2 million dollars.

We have also listed the dates of the contacts we hold in the chart below.

3.1.2 List government contracts Offeror has gained over the past three (3) years. Provide an explanation of why Offeror was chosen.

The latest government contract we have been added to is ITS-58 under our corporate banner of PCM Sales Inc. The Commonwealth of Massachusetts was seeking a software resellers to provide software (including Software as a Service ("SaaS")), training, pre-sales assistance, documentation, installation, configuration, maintenance, support, customization and volume license agreement administrations from qualified vendors. We explained to them the benefit of working with our organization now that we had even more resources to devote to the contract and they accepted us onto their contract.

The State of Minnesota chose En Pointe Technologies Sales LLC, for the SITE (Seeking IT Expertise) contract # 100848 because we have enjoyed an excellent reputation, backed by outstanding customer service, providing the State of Minnesota with professional, technical expertise from our Primary Vendor contract # 48193 for Enterprise Hardware Software and Services. The extension of our services was deemed a natural fit as it establishes En Pointe as "one-stop-shop," for the Minnesota SITE participants.

Below is a table of other relevant contracts we hold:

| Contract Name | Contract Number | Products & Services | Years of Service |
|---|------------------|--|------------------|
| State Contracts | | | |
| State of California Microsoft Select | SLP-15-70-0171D | Microsoft Select (State and Local) | 3 Years |
| State of California Academic Select | SLP-15-70-0171E | Microsoft Select Academic - Includes all libraries | 10 Years |
| State of California Symantec | SLP-15-70-0171G | Symantec Licensing | 3 years |
| State of California Microsoft Services | SLP-15-70-0171F | Microsoft Premier Services | 10 years |
| State of California Trend Micro | SLP-15-70-0005F | Trend Micro Software Products | 5 Years |
| State of California Adobe | SLP-15-70-0171A | Adobe Products | 1 Year |
| State of California VMware | SLP-15-70-0171 B | VMWare | 3 Years |
| State of California Kronos | SLP-15-70-0171C | Kronos Products | 3 Years |
| State of New Jersey | 77562 | Software Licensing and Related Services | 5 Years |
| State of New York | PT66979 | Software Licensing and Related Services | 5 years |
| State of Minnesota Prime Vendor | 48193 | Enterprise, Hardware, Software, and Services | 15 Years |
| State of Minnesota MSA | 902TS | Master Services Agreement | 10 Years |
| State of Minnesota Aids and Devices | 26024 | Blind and Low Vision Aids/Devices Including Computer-related hardware and Software | 5 Years |
| State of Minnesota Cisco Networking | 41728 & 41910 | Cisco Networking Equipment | 5 Years |
| State of Illinois Symantec Control Compliance Suite | CMSI504200 | Symantec Products | 5 Years |
| Value Point Contracts | | | |
| EMC | California, Utah | EMC Products | 5 years |

| | | | |
|--|--|---|------------------------------------|
| State of Minnesota Aids and Devices | 97228/97227 | HP | 5 Years |
| HP | Alaska, Hawaii, California, Utah, Missouri | HP | 5 Years |
| Cisco | Hawaii, California | Cisco Products | 1 Year for Hawaii, 5 Years for Ca. |
| Dell | California | Dell Products | 3 Years |
| Software VAR Contract | ADSPO11-00000358-1 | Software Value Added Reseller | 5 Years |
| States of Alaska, New Mexico, Utah, Missouri, Hawaii, Nebraska, Kansas, California, Philadelphia, Miami-Dade County, Florida, Nevada, Louisiana, Colorado, Ada County Idaho, | ADSPO11-00000358-1 | Software Value Added Reseller | 5 Years |
| | | | |
| L.A. County Contracts | | | |
| L.A. County | MA-1640025-1 | PC, Peripherals and related services | 5 years |
| L.A. County Services | MA-IS-1740011-1 | Software | 5 years |
| L.A. County Cisco | MA-IS-1140012-1 | Cisco Products | 5 years |
| Consolidated Computer Purchase Program | MA-IS-1640039-1 | Dell PCs | 2 years |
| L.A. County Dell | MA-IS-1640040-1 | Dell Laptops | 2 years |
| L.A. County Dell | MA-IS-1640026-1 | Dell Monitors | 5 years |
| L.A. County Microsoft | MA-IS-1640028 | Microsoft O365 | 2 Years |
| Other | | | |
| City and County of San Francisco | PSC-4062-13/14 | Hardware, Software Licensing & related services | 10 Years |
| County of Riverside CCISDA Microsoft | RIVCO-20420-004-12/16 | Microsoft Enterprise Agreement | 4 years |
| County of Riverside CCISDA | RIVCO-20800-004-12/16 | Microsoft Select Plus Agreement | 4 years |
| County of Riverside Cisco | RIVCO-20420-001 | Cisco Products | 4 years |
| State of Utah PC Stores | MA258 | Computer Equipment and related services (Desktops, laptops, tablets, servers, storage) | 9 Years |

| | | | |
|------------------------------------|--------------|--|----------|
| Salt Lake City Corp | 65-1-03-6798 | Computer Equipment and related services (Desktops, laptops, tablets, servers, storage) | 14 Years |
| WSCA Software Value added Reseller | MA095 | Software Value Added Reseller | 5 years |
| EMC | MA965 | Storage | 1 Year |
| HP WSCA | Utah | HP | 14 Years |
| Cisco | Utah | Networking | 1 Year |
| D-link | Utah | Networking | 3 Years |

3.1.3 List government contracts Offeror has lost or resigned over the past three (3) years. Provide an explanation of why they were lost or resigned.

En Pointe's award of ITS42 ended upon contract expiration.

3.2 If Offeror has no government clients, note this in your response and answer questions 3.1.1 through 3.1.3 based on non-government clients.

En Pointe services many government contracts including several NASPO ValuePoint contracts. Please refer to the chart above in section 3.1.2 for specific details.

3.3 References – Provide information for three (3) client references that replicate or are similar to the requirements of this solicitation. All references shall be for engagements received and completed within the last five (5) years. The State may, at its sole discretion, contact additional clients not presented as references. Reference information is to be provided using the following table format:

| Reference Information | Client One | Client Two | Client Three |
|---|---|--|---|
| Company Name | State of Hawaii | State of Utah | State of California |
| Type of Contract Product and Services Delivered | <p>En Pointe has been a software and services provider to all departments of the State of Hawaii over the past 5 years. Our contract with Hawaii was for 5 years. En Pointe manages several Enterprise software agreements for the state and local agencies, for publishers such as Microsoft, Adobe, IBM and Symantec. En Pointe has delivered, or is in the process of delivering, several IT services projects. This contract is also being utilized by many State and Local agencies in the state of Hawaii. Contract purchases have totaled over \$10M per year.</p> | <p>En Pointe is a large supplier of license management the State of Utah DOTS where we have worked closely with the State to help optimize their software IT spend with their:</p> <ul style="list-style-type: none"> • Microsoft EA agreement (Started in 2010) • Microsoft Select Plus agreement (Started in 2010) • Consolidated their Adobe spend into a State wide ETLA • Helped them consolidate their VMware spend into a statewide ELA • Citrix NetScaler • Consolidated their Citrix Go to Meetings contracts in to a more cost efficient single contract • Oracle <p>And all of the other major publishers.</p> | <p>En Pointe has been a providing, software and professional services to the State of California – Department of General Services for over 15 years, under multiple contracts. These contracts are available to the department for any of their IT needs.</p> <p>En Pointe currently holds multiple Software contracts with the State of California including Software Value Point agreement.</p> |
| Contact Name, Mailing Address, Phone # Email Address | Stanton D. Mato, Purchasing Specialist | Corona Ngatuva IT Manager | Steve Lower, DGS Program Manager |

| | | | |
|------------------------------------|---|---|---|
| | 11K1 Punchbowl Street Room 416 Honolulu HI, 96813 (808) 586-0566 Stanton.d.mato@hawaii.gov | 1 State Office Building, FL6 Salt Lake City Utah, 84114-1203 cngatuva@utah.gov (801) 538-9637 | (916) 375-4539 Steve.Lower@dgs.ca.gov 707 Third Street, 2nd Floor West Sacramento, CA 95605-2811 |
| Contract Start and End Date | 2010 - 2017 | 2005 - on going | 2010 – on going |
| Contract Value | \$70M+ | \$100M+ | 75M+ |

4. Financial/Accounting Information and Disclosures

4.1 Offeror must provide evidence of financial stability and capability to fund all cost associated with providing the services through the term of the Contract. The latest two (2) years audited annual financial statement(s), including Total Revenue, Net Income, and Total Assets, must be submitted with the Offeror's Offer. If audited financial data is unavailable, explain in full the reason and provide latest non-audited financial information to include Balance Sheet, Income Statement, as well as, Statement of Cash flows and Change in Financial position. Include information to attest to the accuracy of the information provided.

In 2014, En Pointe produced \$900M+ in revenue. We have now joined forces with PCM with the following revenue.

Previous Annual Sales:

- \$1.3B - 2014
- \$1.4B - 2013
- \$1.4B - 2012
- \$1.4B - 2011
- \$1.3B - 2010

We are now a public company and our combined revenue and profit makes us even more financially sound to administer this contract. PCM has been in business for 28 years and En Pointe for 23 years which combined is over 50 years of experience.

Please see our attached financials.

Attachment A_Qualifications_Financials_2013

Attachment A_Qualifications_Financials_2014

4.2 Disclosures – Provide a statement for each item listed below:

4.2.1 Information regarding any irregularities that were discovered in any account maintained by the Offeror on behalf of others. Describe the circumstances and disposition of the irregularities.

En Pointe has had no irregularities in accounts maintained by our company.

4.2.2 Full disclosure of any potential conflict of interest, i.e. serving as a member, board member, officer, or having significant financial interest with any company, firm or joint venture with interests in the provision of software.

En Pointe has no conflict of interest with this contract.

4.2.3 Whether or not, in the last ten (10) years, the Offeror has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details:

En Pointe has not been involved in any bankruptcy proceedings.

4.2.4 Whether or not there are any pending Securities Exchange Commission investigations involving the Offeror, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) may impair the Offeror's performance in a Contract under this RFP.

En Pointe (PCM Sales Inc. our publically traded parent) is not under investigation from the SEC.

4.2.5 Documenting all open or pending litigation initiated by the Offeror or where the Offeror is a dependent or party in litigation that may have a material impact on Offeror's ability to deliver the contracted services;

No open or pending litigation at this time.

4.2.6 Full disclosure of any public sector contracts terminated for cause or convenience in the past five (5) years.

En Pointe has had no public sector contracts terminated in the last five years.



AccessPointe Quick Training Guide

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Introduction

Access Pointe is an e-procurement application that is designed to lower supply chain cost and add true value to the technology purchasing process. Using this application you can leverage powerful features such as

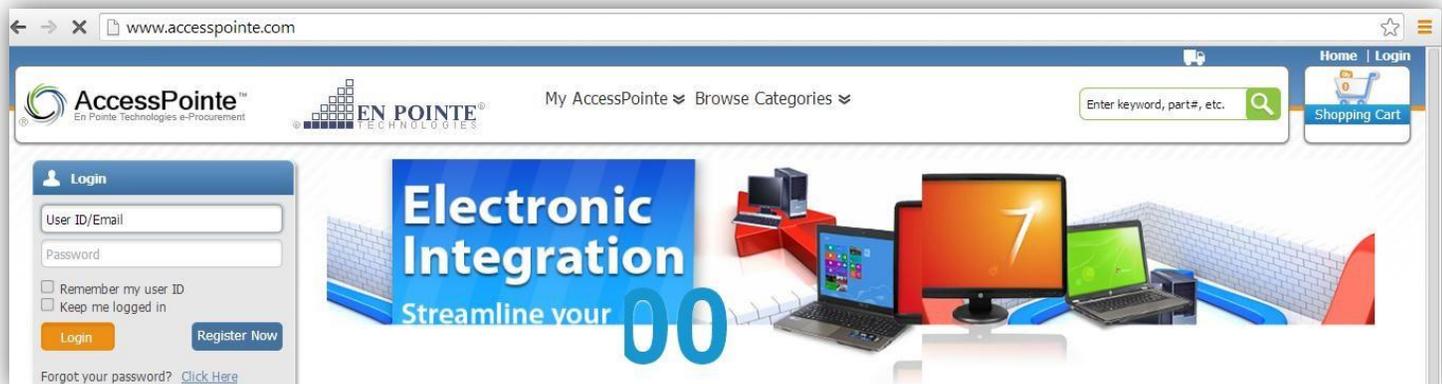
- Catalog Management
- Standards/Bundles
- Order Tracking
- Reports
- Software Licensing
- Workflow
- Real-Time Inventory
- Electronic Integration and many more....

Instructions on how to use the site

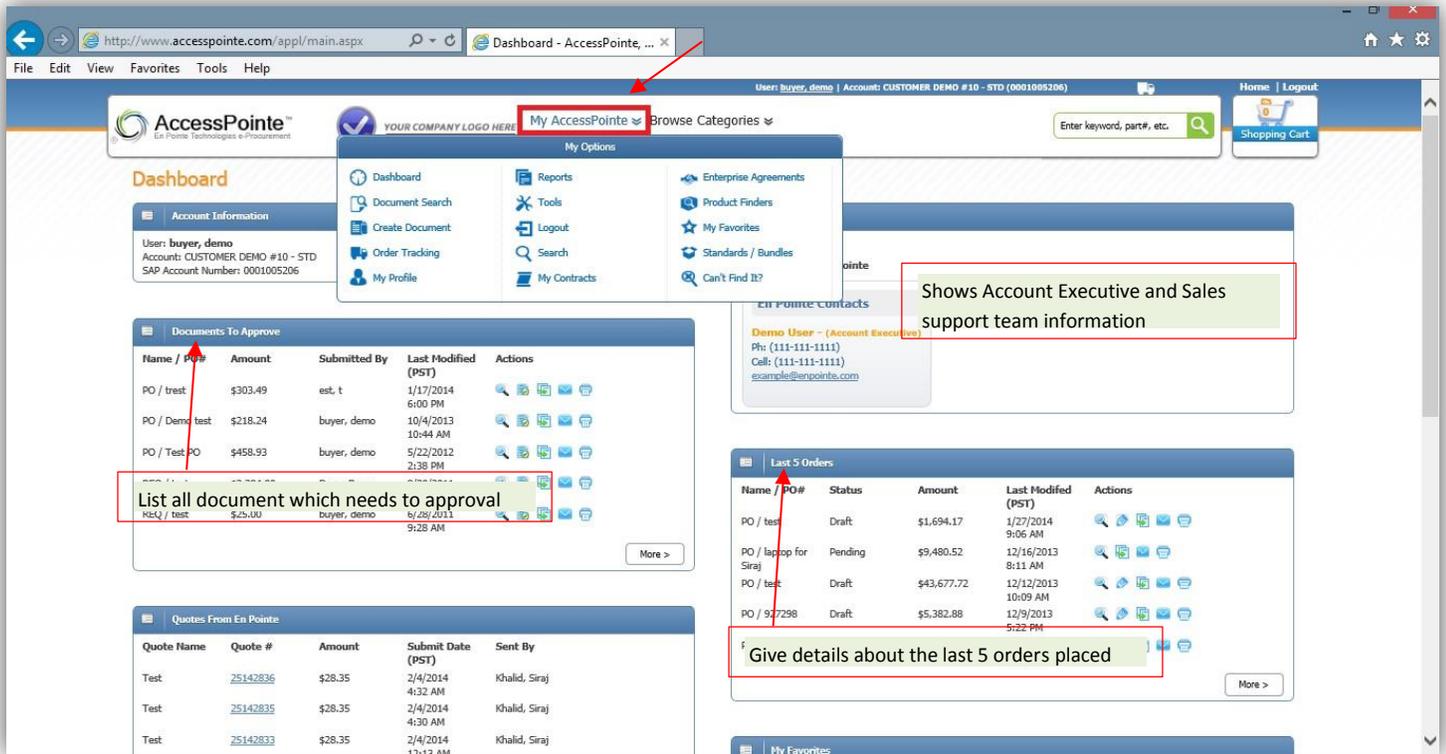
AccessPointe is available over the internet and can be accessed at any time using your favorite Browsers (such as Internet Explorer and Firefox). The link to the site is

<http://www.accesspointe.com>

Enter your User ID/Password to log into AccessPointe. You can request an AccessPointe account by sending E-mail to support@enpointe.com



After login, AccessPointe will present you the Dashboard screen. A quick overview of the *Dashboard* screen is given in the following screenshot. Hovering on “My AccessPointe” will show you all options available.

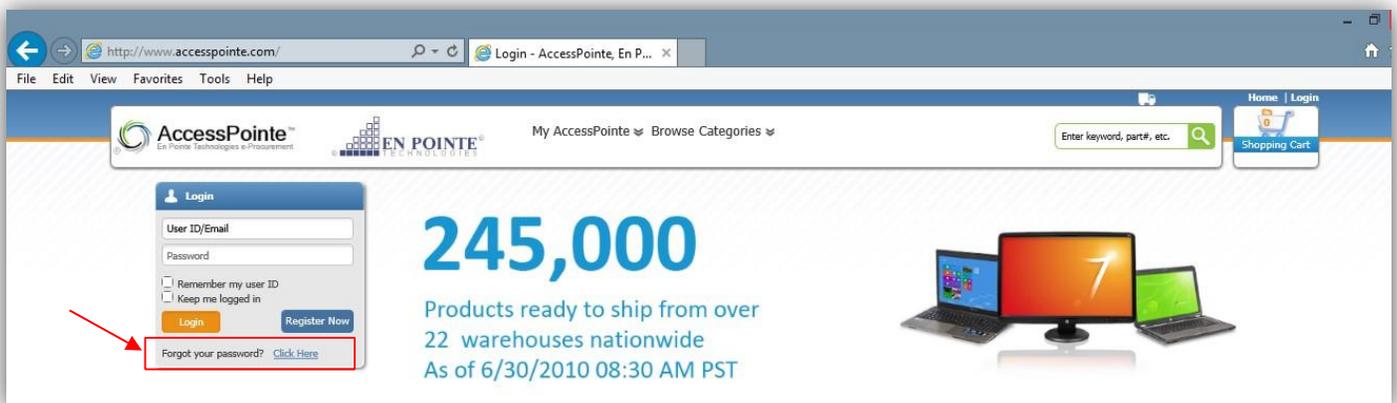


How to obtain a Password

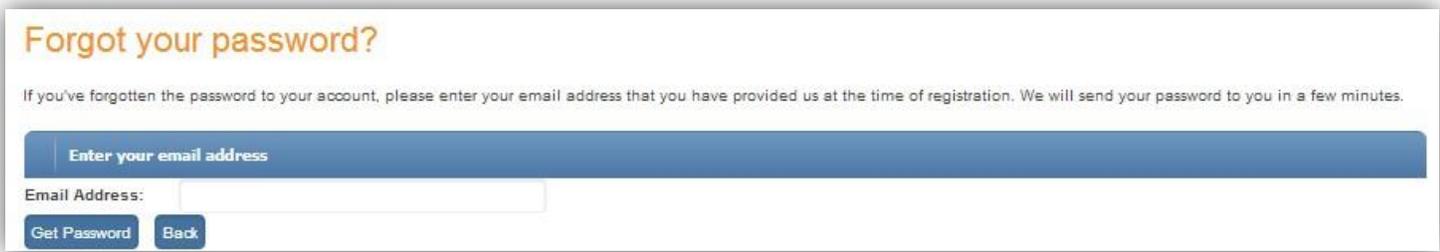
To get a new *user ID/Password*, please send an email to support@enpointe.com.

How to recover Forgotten Passwords

- Go to www.accesspointe.com and click on *Forgot your password? Click Here* link



- b) On next screen, enter your email address that you had provided us at the time of registration and hit *Get Password*.

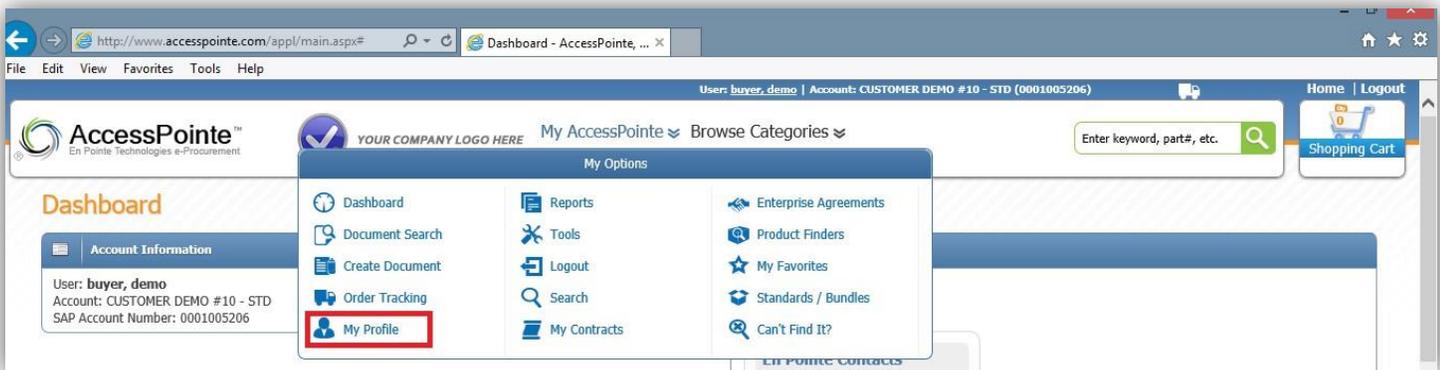


- c) Password will be sent to your mailbox.

How to change your Password

Follow these steps to change the Password.

- a) Click on “My AccessPointe” and select “My Profile”



- b) On My Profile page click icon  to “edit”



- c) It opens a new screen, please enter your old password and new password and hit icon  to “save”

Security

Old Password:

New Password:

Confirm Password: * Required

Password Never Expires

How to Place Orders

Follow these steps to place the order

Product Search

To place any order the first thing customer looks for is the part which he/she want to order and we provide multiple ways via which you can search the desired part and then place the Order.

The screenshot shows the AccessPointe dashboard for a user named 'buyer_demo'. The dashboard includes several sections:

- Account Information:** User: buyer_demo, Account: CUSTOMER DEMO #10 - STD, SAP Account Number: 0001005206.
- My Favorites:** A list of items with checkboxes:

| Part Number | Description |
|--------------------------------------|---|
| <input type="checkbox"/> 469-1943 | Dell Latitude E5530 Notebook |
| <input type="checkbox"/> TTL400-RICE | Targus Revolution Deluxe TTL400 Notebook Case |
| <input type="checkbox"/> CE993A#BGJ | HP LaserJet Enterprise 600 M602X Printer |
| <input type="checkbox"/> CE461A#ABA | HP LaserJet P2035 Printer |
- My Favorite Standards / Bundles:**

| Standards / Bundles Name | Description |
|--------------------------|---|
| Compaq 6300 Pro Desktop | Intel Core i5 3470 (3.20GHz) 4GB RAM 500GB Hard |
- My Contracts:**

| Program Name | Agreement# | Expiration Date |
|--|-------------------|-----------------|
| Adobe CLP 5.0 Level 1 ***DEMO ONLY*** | **CLP-DEMO** | 01/23/2015 |
| Microsoft Select Plus LvIA **DEMO ONLY** | *SELECTPLUS-DEMO* | 01/31/2016 |
| Microsoft Open Charity **DEMO | CHARITY-TEST | 03/31/2016 |

Pin Point search

Place your part number or brief description in the "Search Field".

User: buyer_demo | Account: CUSTOMER DEMO #10 - STD (0001005206) Home | Logout

AccessPointe™ En Pointe Technologies e-Procurement YOUR COMPANY LOGO HERE My AccessPointe Browse Categories

Enter keyword, part#, etc.

Shopping Cart

Dashboard

Entering comma “,” at the end of part number returns exact part number only

a) Result with brief description. Select the appropriate product from the populated list and click ADD

http://www.accesspointe.com/app/catalog/searches Search Results: Keyword: W... x

User: buyer_demo | Account: CUSTOMER DEMO #10 - STD (0001005206) Home | Logout

AccessPointe™ En Pointe Technologies e-Procurement YOUR COMPANY LOGO HERE My AccessPointe Browse Categories

Enter keyword, part#, etc.

Shopping Cart

Refine Search

Search within

Select desired options below and any additional keywords above and click GO

Categories

- Network & Connectivity Utilities (1)
- Software (1)

Market Restrictions

- Corporate (1)
- Government (1)

Other Filters

- Promos
- InStock Products
- Has Images

Search Results

You Searched For: W06-0002

Showing 2 Product(s)

Sort By

Core Cal
CORE CAL MC LSA ENT-DY2 (1/1) LL (NS) 1 GOVT
MFG#: W06-00020 | EP#: 2169268
Publisher: Microsoft | Category: Business function specific software \$45.38

Microsoft Core CAL License & Software Assurance
CoreCAL LicSA Pk DvcCAL EA Subs Most Current No Media All Languages (Non-Specific OS) 1 User Corporate
MFG#: W06-00022 | EP#: EP1086314 \$52.27

b) Result with control search (With Comma “,”)

http://www.accesspointe.com/app/catalog/productd Product Details: Core Cal - ... x

User: buyer_demo | Account: CUSTOMER DEMO #10 - STD (0001005206) Home | Logout

AccessPointe™ En Pointe Technologies e-Procurement YOUR COMPANY LOGO HERE My AccessPointe Browse Categories

Enter keyword, part#, etc.

Shopping Cart

Core Cal

CORE CAL MC LSA ENT-DY2 (1/1) LL (NS) 1 GOVT

Brand: Microsoft | Part #: W06-00020 | EP SKU: 2169268 | Category: Business function specific software | UNSPSC: 43231500

Microsoft

Your Price: \$45.38

Quantity:

Back

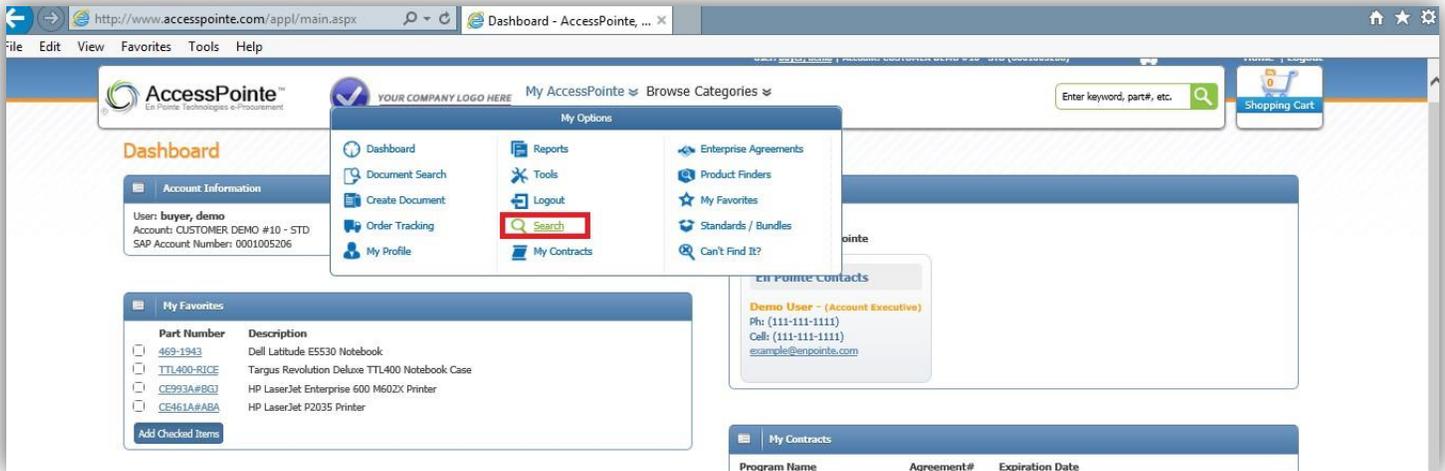
Specifications Internet Buzz Price Audit

Specifications:

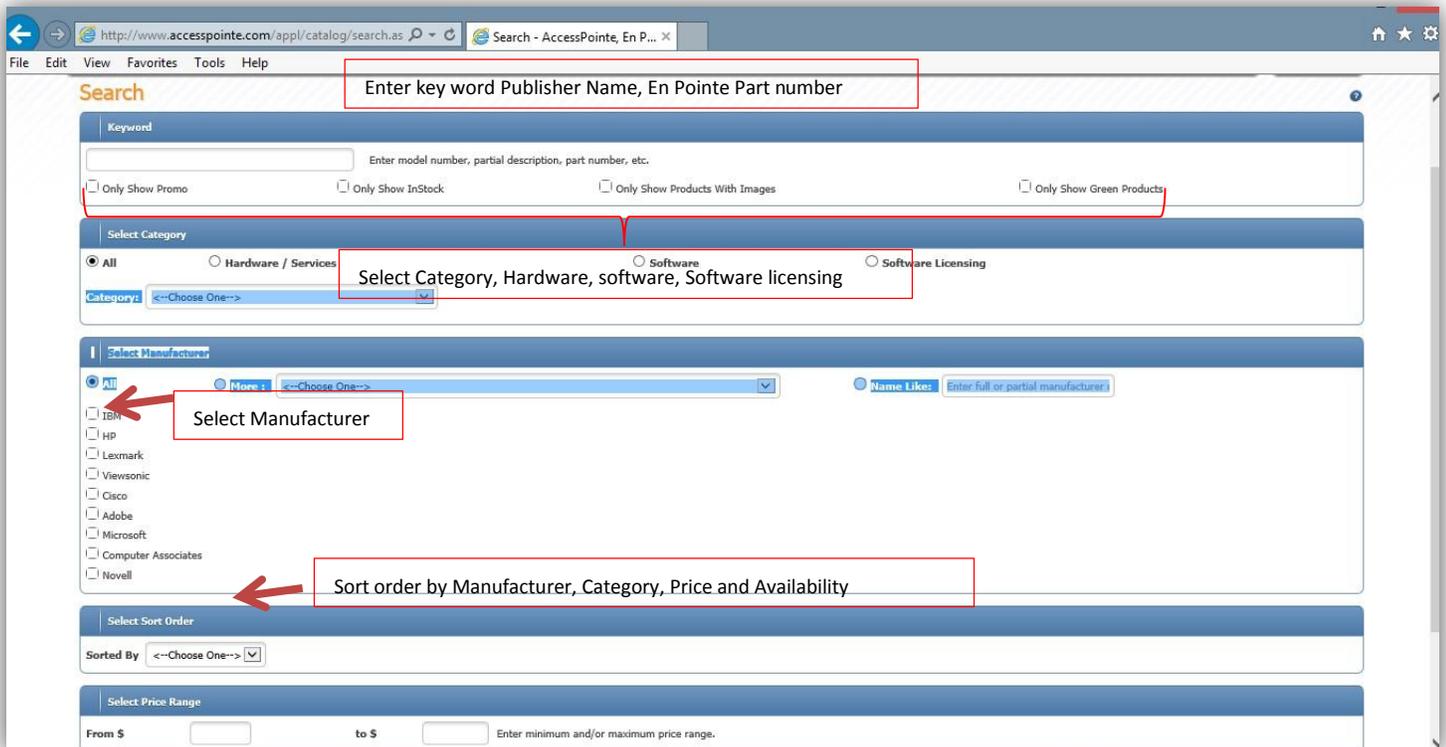
Software Attributes

Search

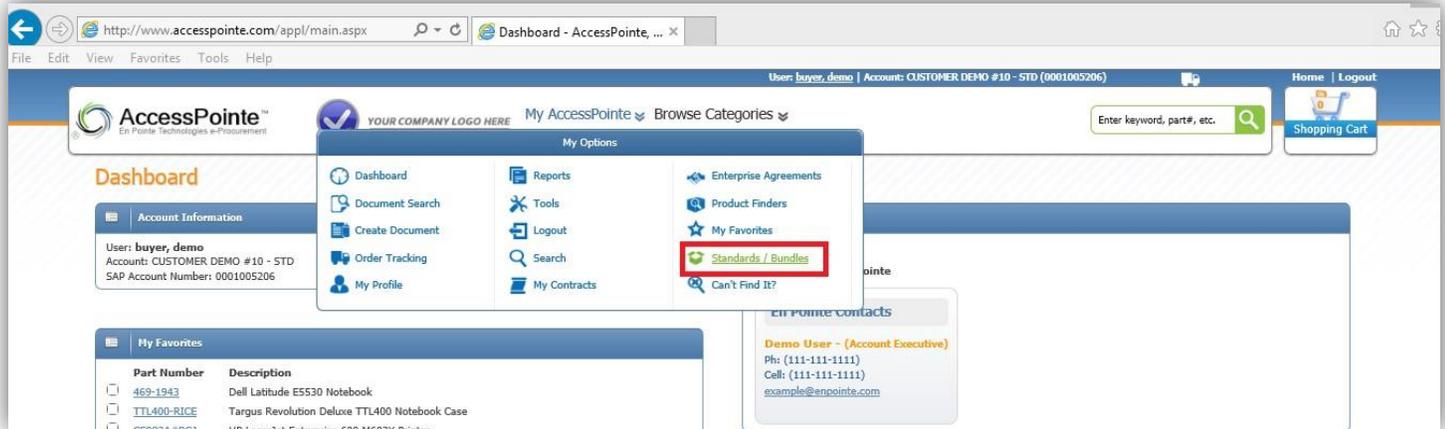
You can refine your search by using “search” feature available under “My AccessPointe”. Just hover your mouse on “My AccessPointe” and click “Search”.



a) It will open following search option page

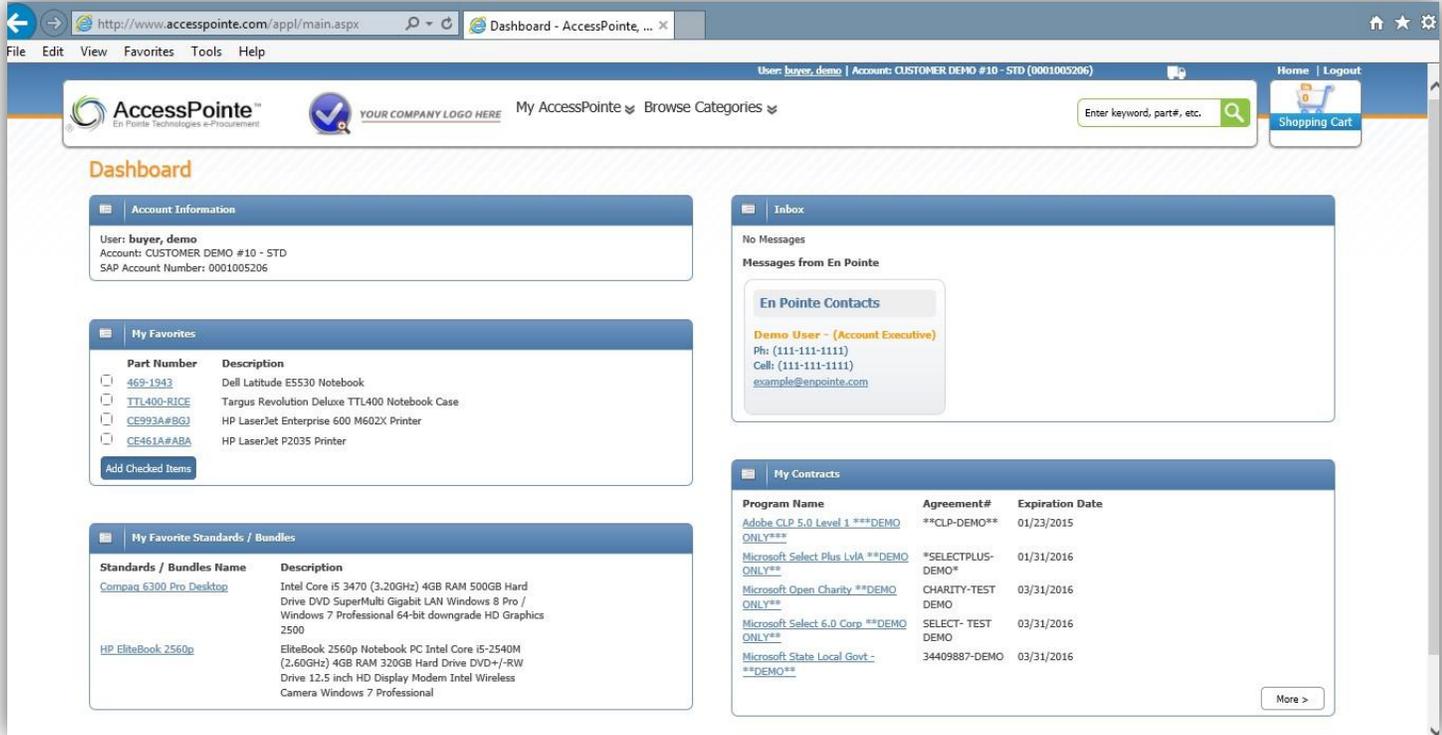


Click on **Standard/Bundles** option present under “My AccessPointe” and it will open up the Standards containing parts which are being bought frequently in your company and then you can select the bundle which you want to buy. Each bundle contains parts which enables you to add multiple items in the cart by a single click of a button.



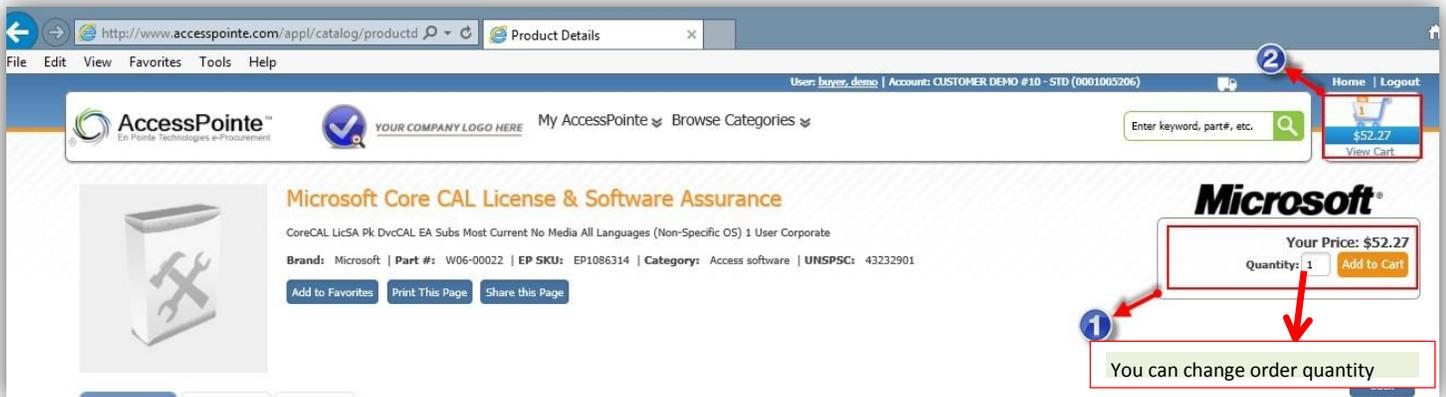
Contracts

Contracts summary is present under **My Contracts panel** on Dashboard and the parts present under the contract can be viewed by clicking on to the contract.

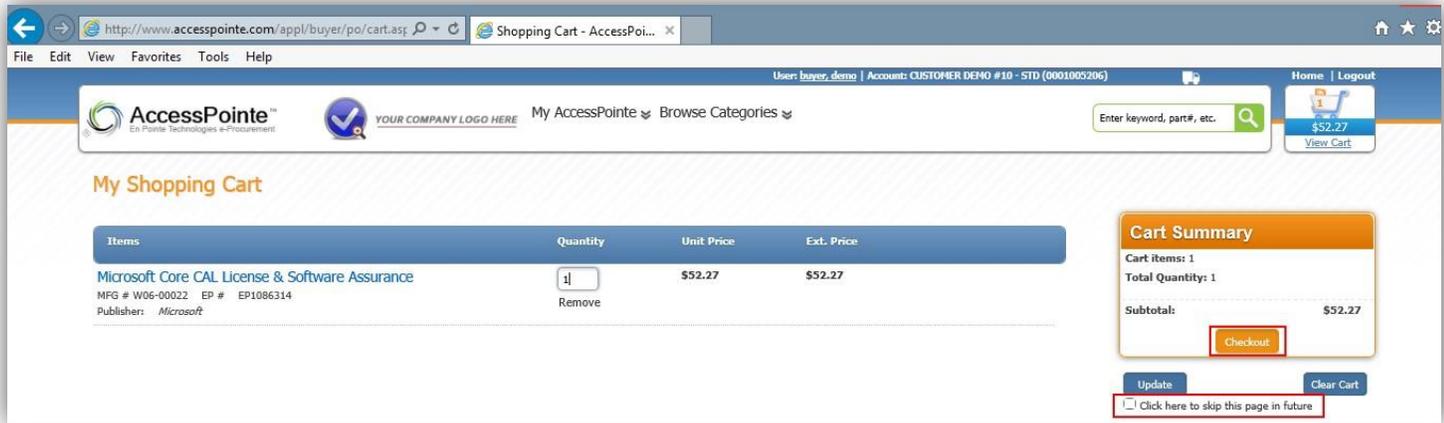


Ordering Process

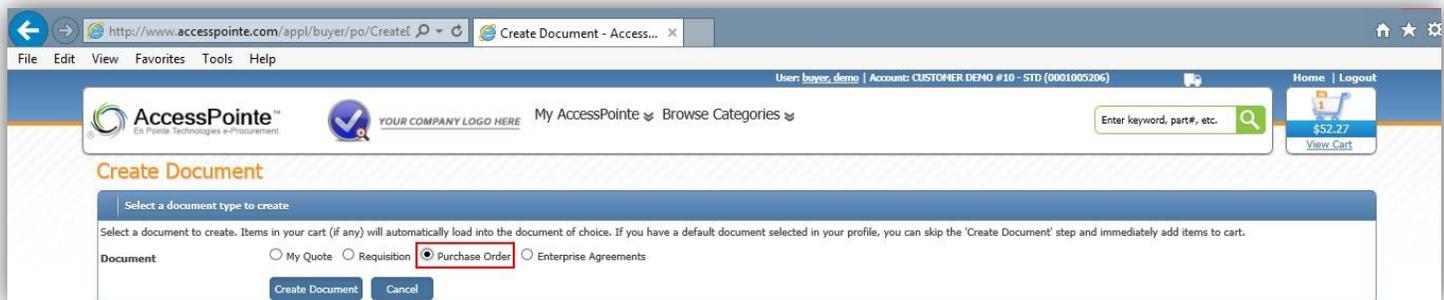
1. Add Product to your shopping cart by click on *Add to Cart* button. Once part is added to cart then View cart option shows the price and quantity. You can view your cart by clicking on "View Cart".



2. Make changes in your shopping cart and hit "checkout". You can skip this page for future order by checking "click here to skip this page in future".



3. Make Create document page gives you option to create My Quote, Requisition and Purchase order. To place order select “Purchase order” and click “Create Document”



4. Purchase order: Following options are available on Purchase order page
 - a) PO/ Number name field that can be used to enter company’s own internal name/ numbers
 - b) Billing: A default billing address always shows. However, you can have multiple billing address and can and can select a desired one by clicking Find button.
 - c) Payment method: You can select your desired payment method i.e. Net Term or Credit card/P-card.
 - d) Shipping: Like billing you can have multiple shipping address added and retrieve and select them by clicking Find button. Also you can add shipping addresses on the fly.
 - e) Shipping instructions: Special instructions and notes field can be used to insert special instructions about shipping
 - f) Notes: Notes can be used to insert any instruction about order.
 - g) Custom Field: Multiple custom fields can be setup on request. Custom field data can help customer managing their internal procurement process for every order they place.
 - h) **Item section** on Purchase order screen again gives customer a leverage to update order quantity.

- i) Save for later: Customer can use “Save for later” option if he/she don’t want to place order. This option moves order on user’s dashboard for future use.

Purchase Order

PO Number/Name *

Billing

Address: Payables
222 N Sepulveda Blvd
EL SEGUNDO, CA

Payment Method: Net Terms / PO2 Credit Card / P-Card

Payment Info

Profile Name: Please Specify

Name On Card:
Exp. Date:
Card Number:
Card Type:

Shipping

Address: DOCKING STATION B
203 PORT C - PIER 89
EL SEGUNDO, CA

Contact Name: ssheikh
ssheikh@enpointe.com
111-111-1111

Shipping Method: Shipping is not applicable for the selected part(s).

Shipping Instructions: Notes:

Custom Fields

Cost Center: Code: Order For: Company Code: Project Type:
End User Name: 0010 Development

Employee ID:

| Items | Availability | Quantity | Unit Price | Ext. Price |
|---|--------------|-------------|------------|------------|
| Microsoft Core CAL License & Software Assurance MFG # W06-00022 EP # EP1086314 Publisher: Microsoft | 1 | 1 Remove | \$52.27 | \$52.27 |

Update Add Products Add Standards / Bundles Save For Later Discard Changes

Custom Instructions for PO footer.
(*) Denotes required fields.

Total

Subtotal: \$52.27

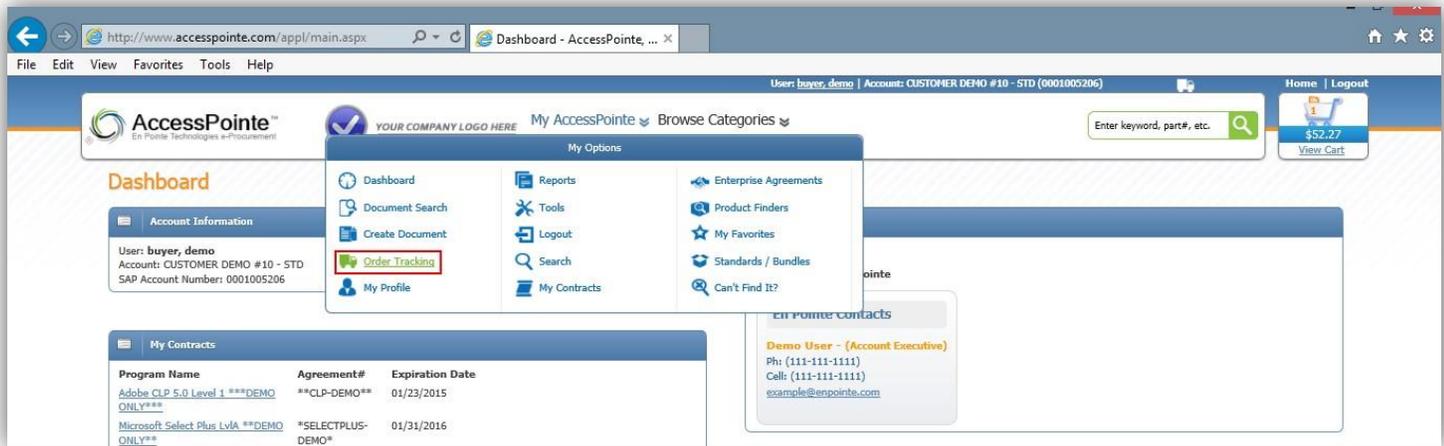
Continue

Send comments, corrections, and suggestions to support@enpointe.com
Phone: +1 310-337-5200

How to Track Orders:

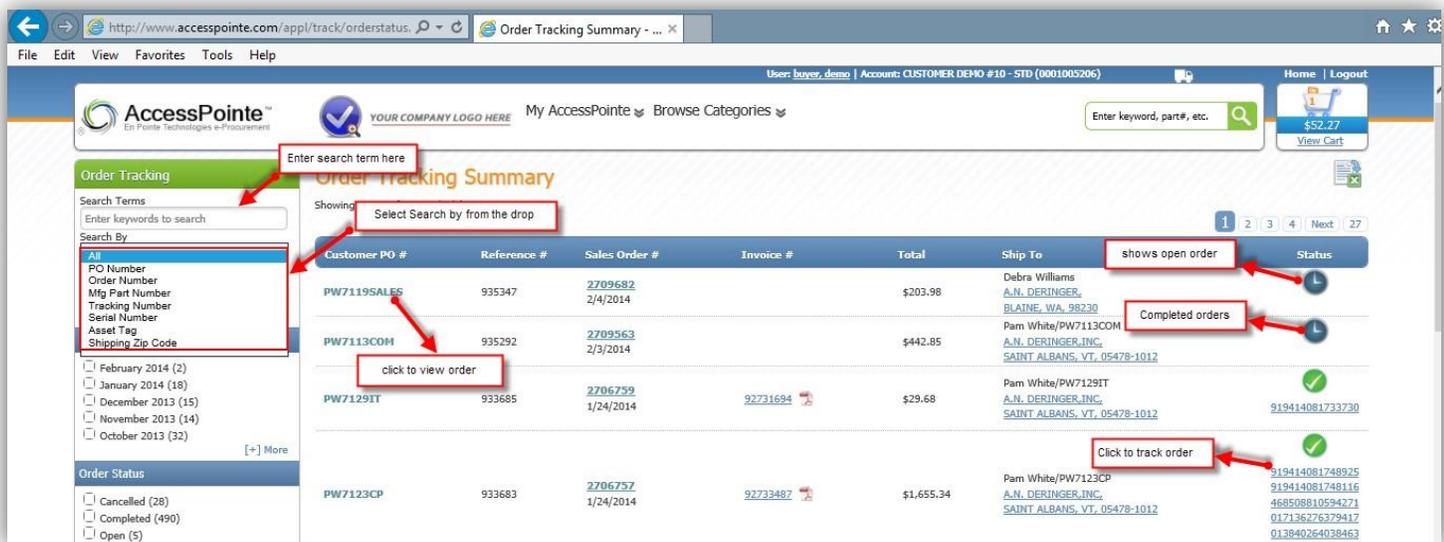
Orders can be tracked via Order Tracking Module in AccessPointe.

1. Hover mouse on “My AccessPointe” and select “Order Tracking”



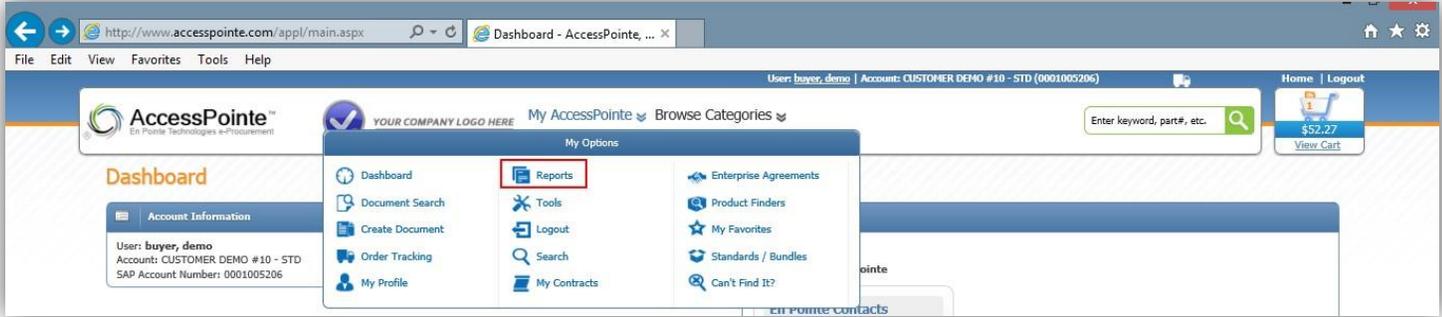
2. Enter the information you have about the order into the Search Term field and hit Enter. Search terms can be keywords such as **Part Number, PO Number, Part Description, Brand Name, Zip Code** and many more...

Please see more instructions on the below screenshot.

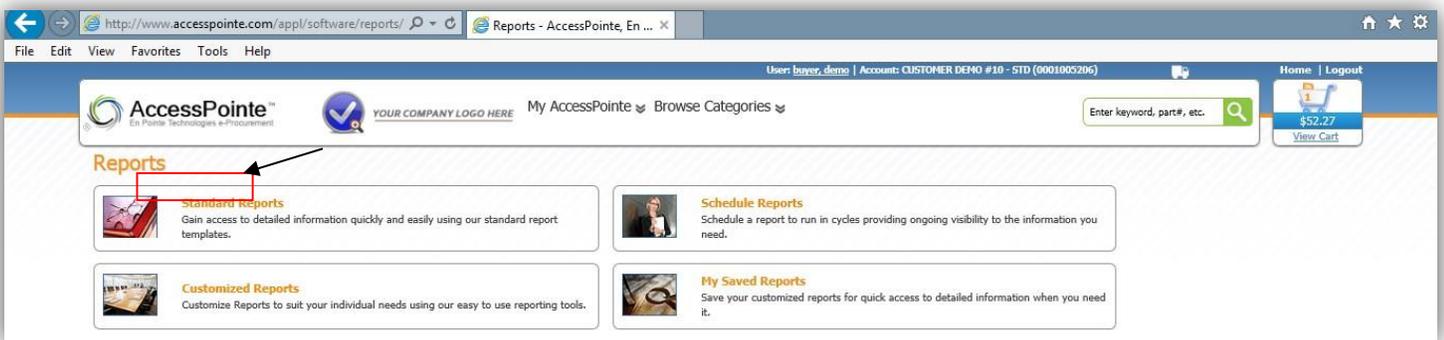


How to obtain Reports

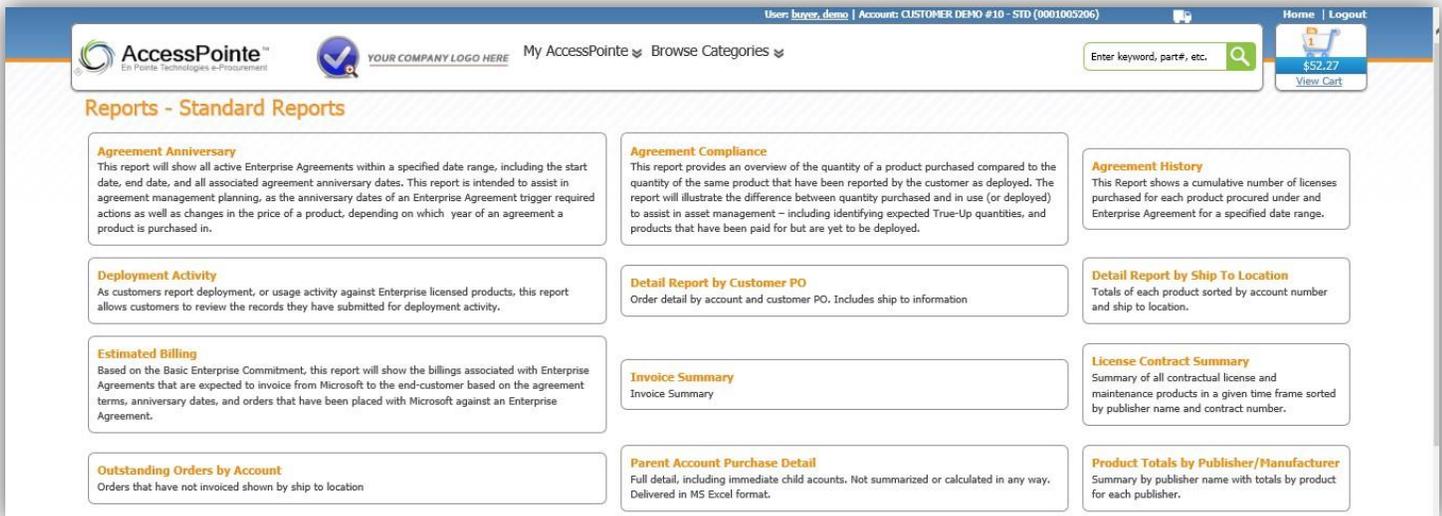
1. Select **Reports** under my options to leverage AccessPointe Reporting Engine.



2. Click on *Standard Reports* to view all available reports.

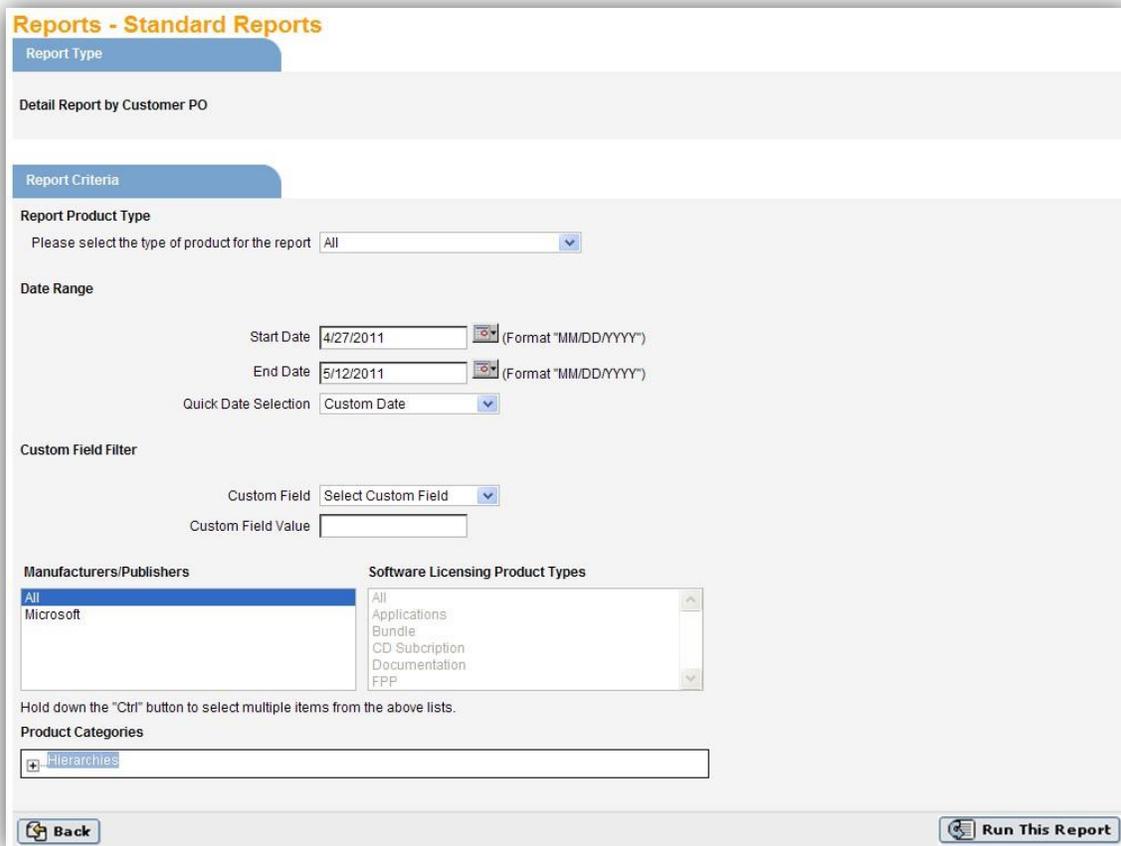


3. Choose a *Report Type* from the list and hit *next*.



4. Set parameters for the report
 - a. From *Report Product Type* drop down you can include/exclude Software licensing or run report for all kind of products.
 - b. Enter or select *Date Range* using calendar button. *Quick Date Selection* option is also available. c. Report can be filtered by
 - i. Custom fields
 - ii. Manufacturers/Publishers
 - iii. Software Licensing Product Type (Select *Managed Software Licensing* from *Report Product Type* to enable this option)

5. After setting up the criteria using a forementioned options, Click *Run this Report* to generate the report.



Reports - Standard Reports

Report Type

Detail Report by Customer PO

Report Criteria

Report Product Type
Please select the type of product for the report: All

Date Range
Start Date: 4/27/2011 (Format "MM/DD/YYYY")
End Date: 5/12/2011 (Format "MM/DD/YYYY")
Quick Date Selection: Custom Date

Custom Field Filter
Custom Field: Select Custom Field
Custom Field Value:

Manufacturers/Publishers: All, Microsoft
Software Licensing Product Types: All, Applications, Bundle, CD Subscription, Documentation, FPP

Hold down the "Ctrl" button to select multiple items from the above lists.

Product Categories: Hierarchies

Back Run This Report

Reports are available to download in *Excel*, *HTML* and *PDF* formats.

Still Have Questions

Please contact our Support Team today to schedule a 30 min Walk-through of our state of the art e-Procurement Solution.



AccessPointe

An e-Procurement Application



310-337-5200 | www.enpointe.com

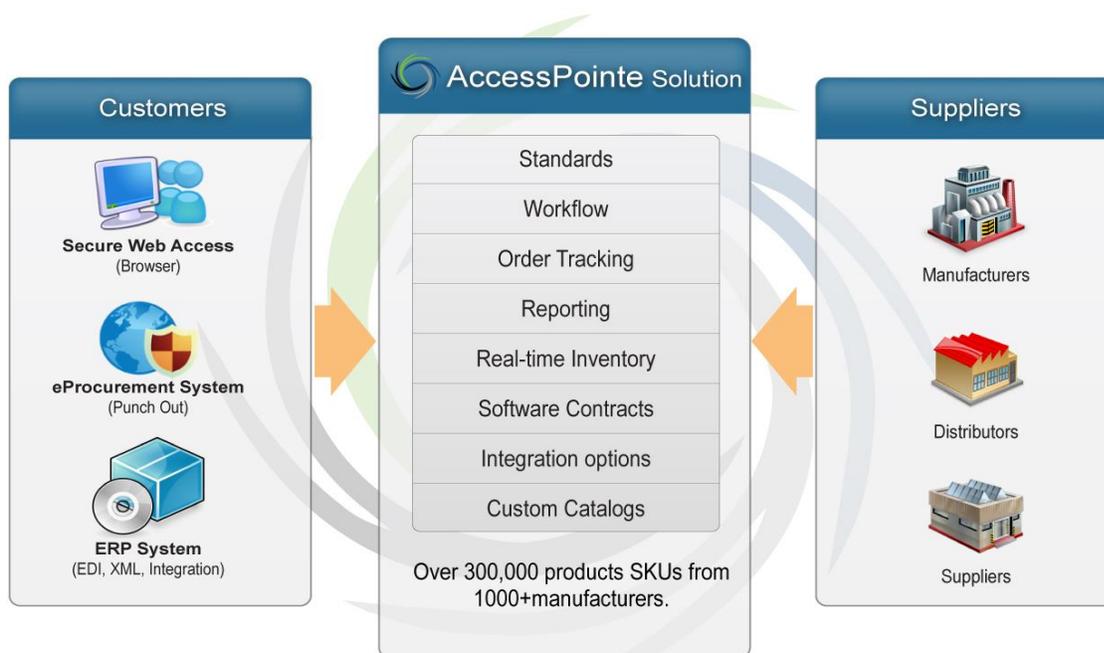
Overview

AccessPointe is a hosted, web based application that provides En Pointe customers an easy to use interface to find, order, and track products through our supply chain. The AccessPointe application was acquired by En Pointe in 2002. It reflects millions of dollars of investment and has been constantly enhanced to provide seamless e - Procurement to our customers as an En Pointe value-add.

This document highlights just a few of the features and capabilities that will simplify the lives of your IT, procurement, and finance departments. We invite you to request a custom demonstration by contacting your En Pointe Account Executive or our AccessPointe support team.

Benefits

- ❖ Increase efficiencies by streamlining business processes and avoiding double entry.
- ❖ Lower acquisition costs through more strategic sourcing and contract management.
- ❖ Complement internal procurement, sourcing, and asset management applications.
- ❖ Reduce infrastructure support costs.
- ❖ Gain access to information with detailed reporting tools and optimize productivity.
- ❖ Customize to meet all of your different organization needs, from simple to powerful with the help of our roles and rights based approach.



Search

Our Search Engine is tailored for the products we sell and can intelligently assist in finding products amongst a catalog of hundreds of thousands of products.

- ❖ **Various Search Methods available** – Search by *Description, Manufacturer par#, price Range, Category, EP Part#* and/or *Manufacturer name*.
- ❖ **Refine Search Options** – Narrow down search and quickly find what you are looking for by utilizing Refine Search. You can refine by *Manufacturer/Publisher name, Categories* and/or *Price range*. You can also find *promotional, in stock* and *green* products using Search refinement.
- ❖ **View Savings** - See your savings instantly! Compare the current market price with En Pointe's price and see how much you are going to save on your purchase.
- ❖ **Internet Buzz** - Want to know more about a product? See what other users are saying on YouTube and Digg. Watch videos or read articles to get insight about products without leaving AccessPointe.
- ❖ **Information Icons** – These icons make it easy for you to identify products that are in your *favorites, Standards* and/or *software contracts*. It also informs when you come across products that were purchased by either you or someone else in your company. Of course, order History will also be available with Price History and Quantity for your past purchases on the product details page.
- ❖ **Syndicated Content** – See Technical Specifications of products including Warranty, Videos and articles from Manufacturers and our Partners.
- ❖ **Related Data** – Most products will show related accessories, warranties and related products to enhance your online buying experience
- ❖ **Special pricing Indicators** – Special bids and promotional pricing indicators help you identify Smart buys along with their expiration dates.



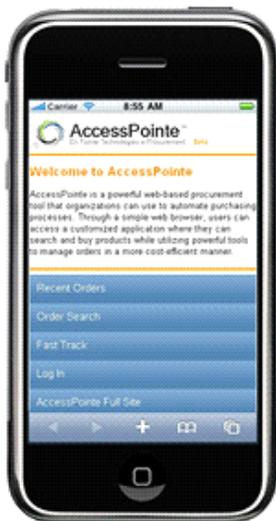
Order Tracking

En Pointe's order tracking features provide our customers the needed visibility of the entire procurement process. You now have the more visibility into the entire procurement chain than ever before. Our solution provides:

- ❖ Comprehensive Search and Refine options to easily find your orders
- ❖ Order Status at the Line Item level
- ❖ Invoice Information in PDF format
- ❖ Real-time shipping status via integration links to all the major courier services
- ❖ Proof of delivery with Signatures
- ❖ Links to View Serial and Asset Tag Numbers
- ❖ Ability to email Tracking Information
- ❖ Anonymous order Tracking through Fast Track



Order Tracking on the Go



Type this URL into your phone's browser: m.accesspointe.com and enjoy our first release of AP Mobile 1.0 Beta

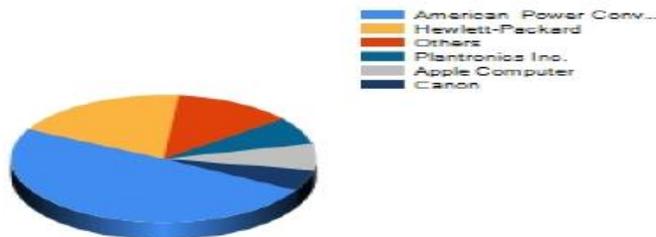
- ❖ Fast Track a specific submitted order without having to login
- ❖ See Recent Orders placed on AccessPointe with order status / tracking detail
- ❖ Search for orders through Order Search menu and see order status / tracking detail
- ❖ View Order status and tracking details for each type of order, including delivery status from shipping companies
- ❖ Email Order status to your colleagues so that they can see the current order status and get status updates in the future as well
- ❖ Contact your Rep and inside Sales Team directly using Get Help.

Reporting

Manage Purchases, save time and take control of your account with AccessPointe's robust and easy to use Reporting Engine.



- ❖ Use standard reports for instant access to order and account history.
- ❖ Summarized and Detailed reports available.
- ❖ Download reports in your favorite format on your computer or save them in your AccessPointe profile to retrieve them later, as per your convenience.
- ❖ Ability to apply filter options to pull out only the desired data.
- ❖ Share reports with your colleagues using Send Email option.
- ❖ Get your reports in your mailbox using scheduling feature.
- ❖ Print them instantly without leaving the page.
- ❖ Customize your report to exclude unwanted columns, if needed
- ❖ View Comparative Statistics



| Date Range Jan 1, 2011 To Dec 31, 2011 | | | | | | | | | | | | |
|--|----------|----------|----------|----------|----------|-----------|---------|----------|-----------|---------|-----------|---------|
| | Jan 11 | Feb 11 | Mar 11 | Apr 11 | May 11 | Jun 11 | Jul 11 | Aug 11 | Sep 11 | Oct 11 | Nov 11 | Dec 11 |
| Spending/Month | \$10,695 | \$11,520 | \$11,774 | \$10,585 | \$21,195 | \$554,054 | \$9,416 | \$31,465 | \$293,920 | \$6,547 | \$915,359 | \$9,727 |
| Number Of MFR/Month | 6 | 13 | 13 | 10 | 14 | 7 | 6 | 12 | 14 | 7 | 7 | 9 |
| Number Of Orders/Month | 18 | 26 | 22 | 25 | 19 | 12 | 12 | 22 | 27 | 17 | 13 | 18 |

Report Criteria

Report Product Type
Please select the type of product for the report
All

Floating Date Range
Quick Date Selection
Last Full Year

Custom Field Filter
Custom Field: Select Custom Field
Custom Field Value:

Scheduling Option
Frequency: One Time

Output Options:
 Save
 Email
 Output Format: HTML
 Email / Address:
*(Please use a semicolon to add additional email addresses)

Manufacturers/Publishers
 All, 3Com, 3M Corporation, A-DATA Technology Co., Acer America Corporation, ACF-EP Memory

Software Licensing Product Types
 All, Applications, Bundle, CD Subscription, Custom Software, Documentation

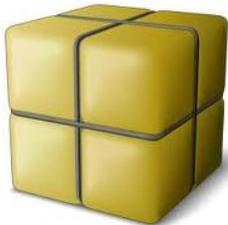
Hold down the "Ctrl" button to select multiple items from the above lists.

Product Categories
 Hierarchies

Back Preview Reports

Standards/Bundles

Allow us to establish a standards/Bundles solution that is contoured to the needs of your Company or department. This allows you and your staffs to choose, procure, and customize a package that is best suited for each individual yet pre-defined by the Company or department. Ease of procurement is a step away when the products that you need are organized and guaranteed compatible. Its key benefits are:



- ❖ Create bundles of pre-approved products with dynamic options.
- ❖ Eliminate maverick buying
- ❖ Drive down product prices
- ❖ Lower IT support costs
- ❖ Set your own Favorite standards
- ❖ Highly Customizable
 - Categorize products into categories for easy search
 - Customize Standard Details and Images
 - Make parts Mandatory or Optional for purchase
 - Force quantities of the products
 - Accommodate Hardware, Software and Services parts in a single bundle
 - Restrict users to standardized products only so they can only access pre-approved products.
 - Ability to maintain them on your own

Standards / Bundles Detail > Compaq 6300 Pro Desktop



Intel Core i5 3470 (3.20GHz)
4GB RAM
500GB Hard Drive
DVD SuperMulti
Gigabit LAN
Windows 8 Pro / Windows 7 Professional 64-bit downgrade
HD Graphics 2500

Quantity: [Add to Cart](#)

Price as Configured: **\$680.47**

Total Items Selected: 1

| Desktop | | | | |
|--|--|-----|-----|----------|
| Mfg Part # | Description | Qty | Avl | Price |
| <input checked="" type="radio"/> C6297UT#ABA | Smart Buy - HP Compaq 6300 Pro - Intel Core i5 3470 (3.20GHz) - 4GB RAM - 500GB Hard Drive - DVD SuperMulti - Gigabit LAN - Windows 8 Pro / Windows 7 Professional 64-bit downgrade - HD Graphics 2500 | 1 | 760 | \$680.47 |

Select one option in this group

| Monitor - Optional | | | | |
|--|--|-----|-----|----------|
| Mfg Part # | Description | Qty | Avl | Price |
| <input checked="" type="radio"/> NM274A8#ABA | SmartBuy - LA2205wg - 22 inch Widescreen LCD - 0.282 mm Pixel Pitch - 1680 x 1050 - 5ms Resoense Time - DVI-D / VGA / DisplayPort Connectors | 1 | 860 | \$175.32 |

Electronic Integration Options

En Pointe Technologies offers integration solutions that connect procurement process together across multiple systems. These integrations allow for comprehensive business solutions that reduce manual data entry and increase process efficiencies and reduce margins of errors.

| | |
|---|--|
| <p>We Support</p> <p><i>And many more...</i></p> | <p>Our Expertise</p> <p>From complex procurement processes to catalog data and reporting integration En Pointe can provide customers integration on many levels. We currently have proven integration with a number of custom customer built applications. Our approach is proven and our expertise is extensive and diverse. We support industry standard protocols: cXML, xCBL, EDI and OCI.</p> <p>Benefits to Buyers</p> <ul style="list-style-type: none"> ❖ Buyers no longer need to manage catalog content and can view customized products and updated pricing and inventory information ❖ Immediate real-time access to more products and inventory from more suppliers. Our customers can PunchOut to AccessPointe to search for products from En Pointe’s entire distribution channel) ❖ Leverage En Pointe’s domain expertise in the procurement of complex IT products by implementing standardized systems across your organization ❖ View updated product information that includes technical data and images that would be otherwise unavailable in an internal procurement system <p>How it works</p> <pre> graph TD Customers[Customers] --> ARIBA[ARIBA] Customers --> SAP[SAP] Customers --> ORACLE[ORACLE] ARIBA --> ENPOINTE[EN POINTE TECHNOLOGIES] SAP --> ENPOINTE ORACLE --> ENPOINTE ENPOINTE --> Vendors[Vendors & Suppliers] </pre> |
|---|--|

Software Contracts

We understand that Software Contract Management is critical to the success of your organization - Everything needed for advanced contract management is included in AccessPointe, to help cut through the complexity of personalized contracts with numerous publishers.



- ❖ View only your contracted agreements
- ❖ View contract details such as contract#, expiration dates and contract status
- ❖ Automatic updates on year change
- ❖ Ability to Search within your contracts
- ❖ Manage contracts from various publishers through a single interface
- ❖ Robust *Microsoft EA module* provides you the ability to
 - View Microsoft EA transactions
 - Report Software usage
 - View/Download signed contract and CPS
 - View Billing Events
 - Run reports against your EA agreement

Workflow

Automate your approval process by leveraging our electronic approval routing process based on user defined business rules such as dollar limits. Our workflow engine can support a wide array of corporate approval scenarios. Here is a rundown of its features:



- ❖ N-tier design - Have as many levels as you want
- ❖ Control ordering by assigning buying limits to all users to set a threshold for triggering workflow
- ❖ Supports Workflow approval groups so that approvers can be chosen by individuals when certain approvers are out of the office.
- ❖ Ability to set Alternate Approver to temporarily forward orders to another approver in the account
- ❖ Commodity base approvals
- ❖ Automated Email Notifications to keep everyone posted
- ❖ Change log to track and view comments and change notes

Real Time Inventory

With our real-time availability check, you can get inventory updates from all warehouses of the selected source. The location of each warehouse is shown on the map for easy navigation. And yes, we always ship you the products from your nearest warehouse location to minimize your freight cost.

- ❖ Get up to the second inventory updates
- ❖ Optimize freight costs
- ❖ Meet delivery expectations



Real Time Availability

Availability

| Product Overview | | | |
|------------------|---|--------------|---------------|
| Manufacturer: | Hewlett-Packard | Mfg. Part #: | D8C23UT#ABA |
| Supplier Part #: | | Source: | Distributor 1 |
| Description: | HP Elite 8300 Ultra-slim PC (ENERGY STAR) | | |

| Warehouse Availability | |
|----------------------------------|------------------------|
| Location | Quantity |
| Fremont, CA | 13 |
| Norcross, GA | 8 |
| Richardson, TX | 11 |
| Romeoville, IL | 0 |
| Olive Branch, MS | 54 |
| Monroe, NJ | 32 |
| Chantilly, VA | 99 |
| Beaverton, OR | 24 |
| Grove City, OH | 2 |
| Total Available Quantity: | 243 |
| Avl. Info Last Updated: | 10/23/2013 10:24:51 AM |



Product Finders



Finding a compatible Memory, Cables, Printer, Printer Accessories and Printer supplies can be cumbersome. With our Product finders, you can easily find right products without requiring any Technical knowledge at all.

- ❖ Intuitive wizard based approach
- ❖ Always find compatible products for your desktops, laptops, servers, printers, and accessories.
- ❖ Helps you reduce your cost by reducing the number of returns.

Quote from En Pointe

Quote from En Pointe feature lets you accept and convert quotes into purchase orders just by a single click. Take advantage of this module and perform all quotes related operations from your AccessPointe account, such as:



- ❖ View your requested quotes on your AccessPointe Dashboard
- ❖ Accept & Transfer quotes into orders
- ❖ Request for more Changes and get updates
- ❖ Decline quotes and send reasons for rejections to En Pointe Sales team

Quote Review

| Quote Summary | | Business Card: | |
|----------------|-------------------------|----------------------------|--|
| Customer: | CUSTOMER DEMO #10 - STD | En Pointe Technologies | |
| Quote#: | 25134252 | 18701 S. Figueroa Street | |
| Quote Name: | test | Gardena, CA 90248-4506 | |
| Status: | Saved | 310-337-5200 | |
| Last Modified: | 10/24/2013 04:42 AM | csrsupportcom@enpointe.com | |
| Created by: | Khalid, Siraj | | |

This quote would stay valid for just 3 days and after that you won't be eligible for this price. So please accept that in 3 days else it won't be there anymore.

| Items | Availability | Quantity | Unit Price | Ext. Price |
|--|--------------|--|---|------------|
| HP LTO Ultrium 3 Tape Cartridge MFG # C7973A EP # EP1827644 Manufacturer: Hewlett-Packard | 30 | <input type="text" value="1"/> Remove | \$49.45 \$26.01 You Save 47.40 % | \$26.01 |

Request Changes
Decline
Save for later Changes
Discard Changes

Total

Subtotal: \$26.01

List Price: ~~\$49.45~~

Total Savings: 47.40 %

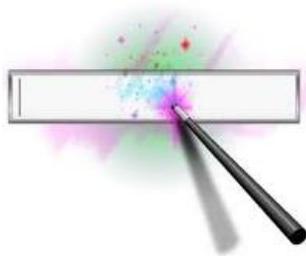
Shipping: \$8.00

Tax: \$2.34

Total: **\$28.35**

Accept & Transfer

Custom Fields



Our application is a complete procurement solution, able to support custom fields such as cost centers, budget codes, and other order entry values that your financial process deem critical for efficient processing of an order. It is flexible to fit around your procurement process.

- ❖ Utilize as many Custom fields as you choose
- ❖ Make them mandatory or optional
- ❖ Custom fields can be textboxes, drop downs and/or text fields.
- ❖ Ability to map them on invoices (limit applies)

Favorites



The favorites feature allows you to store any number of products in an easy to find format that allows a convenient way to add them to an order. This feature is ideal for products that are often ordered by you on a regular basis. This feature can be made available to all employees and therefore support very personalized product lists. You can also identify your favorite products while searching products in AccessPointe by utilizing the information icon on Product Details page. My Favorites Dashboard panel allows you to view and add your favorite products as soon as you login.

My Favorites

[Sort by A-Z](#) [Sort by Recent Added](#)

My Favorite Products

| | | | |
|---|--|--|---|
|  \$10.00 Add MFG#: TTL400-RICE Targus Revolution Deluxe TTL400 Notebook Case |  \$76.11 Add MFG#: TTL400-CWIDE Targus TTL400 Revolution Deluxe Notebook Case with Countrywide Logo |  \$1,446.64 Add MFG#: CE993A#BGJ HP LaserJet Enterprise 600 M602X Printer |  \$195.44 Add MFG#: CE461A#ABA HP LaserJet P2035 Printer |
|---|--|--|---|

Price Alerts

Get notified right away when the price of a certain product drops to or below your desired price point. Enjoy promotions and discounts on products as soon as they are available.

Price Drop Email Alert

If you are interested in knowing when this product's price drops below a certain amount, please enter your target price and your email address(es) below.

Email Address: *

Use semicolons between addresses.

Target Price: *

Do not notify me after (mm/dd/yyyy): *
(MM/DD/YYYY)

Price Audit

While we always show you the lowest price on AccessPointe, you might still want to see prices and availability from other distributors.

| Specifications | Internet Buzz | Price Audit | | | |
|----------------|---------------|-------------|---------|---|---|
| En Pointe | Avl. | List | Price | * | |
| Distributor 1 | 520 | \$115.78 | \$73.91 | | Quantity: 1 Add to Cart |
| Distributor 2 | 5672 | \$115.78 | \$74.59 | | Quantity: 1 Add to Cart |
| Distributor 3 | 3404 | \$115.78 | \$71.91 | | Quantity: 1 Add to Cart |

* Special Discount Type

| | | | |
|-----------------------------|------------------------------|------------------------------|------------------------------|
| G Government Pricing | E Educational Pricing | S Special Bid Pricing | P Promotional Pricing |
|-----------------------------|------------------------------|------------------------------|------------------------------|

Can't Find It?



En Pointe provides easy tools to help us help you find products, or answer questions. Our "Can't find it?" wizard will alert our professional support staff when you need help.

This "Can't find it?" prompts the customer to provide a text description of the item they are looking for and how En Pointe can contact them. Our customer support teams are then immediately notified and will provide the customer with the exact information they need.

For More Information

Send an email to apsupport@enpointe.com to schedule a demo today.

Visit www.accesspointe.com to get a sneak peak.

See our blogs at
www.enpointe.com/blog-tag/accesspointe

About En Pointe Technologies

En Pointe Technologies is a leading provider of I.T. products and services to organizations nationwide. Our core offerings include hardware/I.T. fulfillment, software licensing management, as well as managed and professional services. This integrated set of solutions is supported by our E-Commerce platform.

En Pointe SLED Resumes

| | |
|--|--|
| Name | Aaron Rosenberg |
| Title | Vice President, Public Sector |
| En Pointe Contact info | 1940 E. Mariposa El Segundo, CA 90245 (310) 337-6118 arosenberg@enpointe.com |
| Summary | <p>Mr. Rosenberg is responsible to leading En Pointe’s public sector business across the United States.</p> <p>He has years of demonstrated success for growing companies in all stages of organizational life cycle and all phases of maturation with a strict focus on sustaining strong revenue growth.</p> <p>Companies have averaged a 5-year revenue CAGR in excess of 40% and EBITDA of 45%. Track record of growing revenues from start-up to an excess of \$250M in annual recurring revenue, achieving an enterprise value in excess of \$400M.</p> <p>Developed sales, business development, channel development, account management, marketing and legislative affairs teams responsible for delivering over \$1B in contracted revenue in software, SaaS and professional services.</p> |
| Skills Inventory | <ul style="list-style-type: none"> • Working with Leadership team to build & provide strategic sales and marketing leadership. • Uncover and develop new market opportunities for revenue growth. • Identify strategies to help achieve SLED-centric client goals to build top-line service models. • Demonstrate effectiveness in developing new business and maintaining existing business through ongoing successful sales and marketing tactics, but also as a result of personal relationships with clients. • Provide clear direction to sales and operations teams in staffing, training, and performance accountability. • Manages process issues, personnel issues, and strategic growth across accounts with other groups. |
| Certifications | <ul style="list-style-type: none"> • Completed courses and certifications by the California Legislative Ethics Committees in ethics and laws relating to lobbying. |
| Work Experience | |
| <ul style="list-style-type: none"> • 20 years servicing the public sector, including Federal, State & Local agencies • Managing a \$250M P&L • Supported over 1000 public sector procurements • Delivering over \$1B in public sector contracts • 20 years in Information Technology and IT procurement • Maintained leaderships positions with organizations such as PricewaterhouseCoopers, Globanet, Bravo Solutions & Apria Healthcare <p><u>Member of the Advisory Board</u> <u>GovAxon</u></p> <p>January 2011 – Present (4 years 11 months)</p> | |

En Pointe SLED Resumes

SVP WW Sales & Marketing

Globanet



December 2013 – April 2015 (1 year 5 months) Greater Los Angeles Area

Advisor & VP of Sales

Junar



January 2012 – December 2013 (2 years) Greater Silicon Valley Area

EVP WW Business Development & Customer Success

RHL



May 2008 – January 2012 (3 years 9 months)

VP, America's Theater

Traffic Safety Systems Ltd

March 2003 – May 2008 (5 years 3 months)

Director of Business Development

BravoSolution



January 2001 – March 2003 (2 years 3 months) San Francisco Bay Area

Senior Consultant

PwC

May 1997 – February 2001 (3 years 10 months)

Manager of Compliance and Corporate Development

Apria Healthcare



February 1994 – March 1997 (3 years 2 months) Orange County, California Area

Aaron Rosenberg is responsible to leading En Pointe's public sector team and driving growth across the US marketplace

Aaron has spent nearly two decades serving the public sector and has directly worked with 100s of Federal, State and Local agencies. Prior to En Pointe, Aaron served as the Senior Vice President of Worldwide Sales for Globanet, a global leader in information management and social media governance. Prior to Globanet, Aaron served as corporate advisor and executive with Junar, a pioneer in cloud-based Open Data platforms.

Aaron has managed P&Ls of \$250M and has run global sales, business development, marketing, government relations and customer acquisition teams.

He has held senior positions with leading IT consultancies and holding companies like PricewaterhouseCoopers and Internet Capital Group. Aaron has managed relationships with large software publishers like SAP and Oracle, and has directly managed large-scale technology programs with both public sector and commercial clients like Disney and the US Department of Homeland Security.

Aaron holds an undergraduate degree from University of California, Santa Barbara and graduate degrees from Pepperdine University and CSPP.

En Pointe SLED Resumes

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|---|--|
| Name | Kathy Perez |
| Title | Vice President Business Development and SLED |
| En Pointe Contact | 16478 Eugenia Way Los Gatos, CA 95030 kperez@enpointe.com O-800-819-7501 C-408-221-4099 |
| Summary | Solution Selling, Business Development, Cloud Computing, SaaS, Sales, Enterprise Software Channel Partners, Account Management, Direct Sales, Salesforce.com |
| Education | San Jose State University Master of Business Administration (MBA) 1985 – 1986 University of the Pacific BME, Music 1976 – 1980 |
| Work Experience | |
| <p>En Pointe Technologies</p> <p>Executive Director IBM/VP Sales 01/1996 to Present</p> <ul style="list-style-type: none"> • General contract ownership and client management support for Commercial and Government accounts. • Provide team management and direction for IBM Global Services including external clients and acquisition accounts. • Work closely with client teams and required En Pointe departments to define business requirements and establish seamless processes to meet mutual cost savings and efficiency objectives. • Negotiate with vendors on price, terms and conditions to ensure competitive terms and establish Special Bid prices with manufacturers. • Provide regular review through Quarterly Business Reviews, (QBR), report data and report card scores. Identify customer issues followed by resolution plan to increase customer satisfaction. • Maintain close communication with Customer Executive Management. | |

En Pointe SLED Resumes

Senior Account Executive/ Enterprise Accounts
12/1995

060/1993 to

- Responsible for the management, development and profitability of commercial accounts throughout US.
- Responsible for all enterprise companies.
- Focus on Account penetration and establishing eProcurement solution with Top 10 company accounts.
- Supervised and trained dedicated sales teams including Field Sales and Inside Sales.
- Implement Life Cycle Management solutions for all Hardware and Software sales to ensure maximum benefit to customer.
- Successfully grew account base to excess of \$150 million in annual sales.

ComputerLand

50 Park Ave.

San Jose, CA 95117

Field Sales Representative 10/1984 to 05/1993

- Direct sales to Fortune 1000 Companies in Silicon Valley.
- Focused solution sales for infrastructure and end user hardware and software.
- Major initiative to ensure Company IT standards within account base for cost and maintenance.
- Timely resolution to customer problems and regular communication.
- Provided optimal levels of support to a diverse clientele.

En Pointe SLED Resumes

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|---|---|
| Name | Imran Yunus |
| Title | Director – Government Sales |
| En Pointe Contact | 1940 E. Mariposa El Segundo, CA 90245 Office Phone: 310-337-5908 Ext: 5908 Email: iyunus@endpointe.com |
| Summary | Over 25 years of sales and sales management experience provides Imran with comprehensive hands-on direct sales experience especially with governmental customers. His customers have purchased at least \$1.5M, per month, of technology related products and services over the past 25 years. His customers include the City of Los Angeles, the County of Los Angeles and the Los Angeles Department of Water and Power and Los Angeles World Airport. |
| Education | California State University Fullerton <ul style="list-style-type: none"> • MS Management Information systems • BS, Business Administration |
| Accomplishments | <ul style="list-style-type: none"> • Managed the City of Los Angeles Single Source Hardware and Services contract, for all City departments including, LAWA and DWP, for 20 years. • Nominated Supplier of the year by the City of LA and DWP • Qualified for Presidents club for customer satisfaction, for the past 20 years. • Instrumental in winning contracts with County of LA, County of Riverside, City and County of San Francisco, GSA Schedule, several CMAS and SLP contracts with the State of California, LAWA, Port of Los Angeles, LA DWP and many more. • Currently managing one of En Pointe’s most successful team, both in customer satisfaction and sales revenue. • Extremely well respected in the manufacturer community, work very closely with HP, IBM, Lenovo, Cisco Dell, Microsoft and many more. |
| Work Experience | |
| En Pointe Technologies Sales, LLC – May 1997 to Current Director of Sales | |

En Pointe SLED Resumes

As a team leader Mr. Yunus conceptualizes and guides his sales team to execute innovative and integrated channel marketing programs for all routes to market with identified partners including events, digital marketing, social media, field marketing, media buys, content syndication, etc.

He provides strategic marketing direction by engaging with partners to understand business objectives and the ability to use that insight to build and execute marketing plans and strategies focused on qualified pipeline creation.

He engages customers and build awareness for En Pointe offerings while generating qualified leads, and driving new business.

He monitors, analyzes and reports performance against forecasts and past performance. Leverage results to increase success of future marketing programs.

He is a master at improving channel partner sales teams' functionality by developing enablement tools and effective communication methods in multiple geographies.

He has led his team the SLED team to year to year growth over the last two decades.

NovaQuest Information Systems - March 1992 to May 1997

Sr. Account Executive

Sold NovaQuest offerings while managing the sales and service pipeling.

Collaborated with company executives, setting product & solution offerings and sales & marketing strategies.

Developing and managing new accounts while maintaining and sustaining successful long-term relationships with key decision makers up to and including the "C" level.

Developing, maintaining, and leveraging strong relationships with OEM Partners and distributors.

ComputerLand: - December 1982 to February 1992

Account Executive

Growth leader in information technology sales.

En Pointe SLED Resumes

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|---|---|
| Name | Randy Everett |
| Title | Senior Account Executive- Government Sales |
| En Pointe Contact | Salt Lake City 801-617-0553 reverett@enpointe.com |
| Summary | Over 32 years of sales and sales management experience provides Randy with comprehensive hands-on direct sales experience especially with governmental customers in the State of Utah. |
| Accomplishments | <ul style="list-style-type: none"> • Managed the Salt Lake City Single Source Hardware, Software and Services contract, for all City Departments Public Safety, Mayors Office for 19 years. • Instrumental in winning contracts with State of Utah, Salt Lake County, Salt Lake City. • Worked closely with HP, IBM, Panasonic, Lenovo, Cisco Dell, Microsoft and many more for over 30 years. |
| Work Experience | |
| <p>En Pointe Technologies Sales, LLC - Oct 2001 to Current</p> <p>Senior Account Executive</p> <p>En Pointe provides computer hardware and software licensing products as well as a full range of I.T. services. We are the trusted advisor to thousands of I.T. organizations nationwide, including commercial enterprises, government agencies, and educational institutions.</p> <p>En Pointe is an experienced value-added reseller that provides its customers with complete technology solutions, including:</p> <ul style="list-style-type: none"> Direct online access to an inventory of over \$2 billion of mainstream PC hardware, office supplies, peripherals, accessories, and software Real-time links to more than 40 supplier warehouses nationwide Optimized shipping via dozens of distribution points Dedicated account management and support teams <p>The Electroregeneration Society - Jan 2009-Jan 2012</p> <p>Chief Operation Officer</p> <p>The Electroregeneration Society enriches lives through affordable access to technology by repurposing electronics, supporting technology education and developing community partnerships.</p> | |

En Pointe SLED Resumes

This is a Non-profit that I sat on the board of directors as the COO and the treasurer.

Our three main goals are:

1. To keep as much electronic waste out of the landfills as possible, by refurbishing it if possible and responsibly recycling if not.
2. To place the refurbished equipment with non-profits in the state of Utah so that they will be able to enrich others lives with affordable access to technology.
3. Develop community partnerships with the IT community, to support the IT needs of non-profits.

Uintah Business Systems - January 1996 to July 2001

Connecting Point/Softshop - December 1983 to January 1996

Manager

En Pointe SLED Resumes

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|------------------------|---|
| Name | Michelle Day-Wirth |
| Title | Account Executive Public Sector |
| En Pointe Contact info | Mday-wirth@enpointe.com Office 310-337-5299 / Mobile 702-875-5511 |
| Summary | Passionate sales professional with long-term experience selling technology solutions (software, hardware, professional services) and building customer loyalty. Excited to help customers drive results through innovation and change. |
| Skills Inventory | <p>Sold leading technology solutions to Education (K-12 and Higher Ed), State and Local Government, and Healthcare customers for 20+ years.</p> <p>Managed ValuePoint software agreements for State of Nevada and New Mexico for past 2 ½ years.</p> <p>Championed and managed complex sales strategies and projects (server and desktop virtualization, server consolidation, data management, Microsoft infrastructure, and IT security initiatives) while engaging internal teams, customer teams and manufacturer resources throughout the process.</p> <p>Sold at senior/executive C levels and assisted customers with ROI and TCO benefits to help solve their business problems and support their vision.</p> <p>Managed hardware and software contracts for 5th largest school district for 20 years.</p> <p>Excited to learn and represent new technologies that can help customers and drive results through innovation and change.</p> |
| Certifications | <p>CA Technologies Mobile Device Management HDS (Storage) Sales Qualified Professional</p> <p>Microsoft Sales Competency Assessment for Systems Management Microsoft Sales Competency Assessment for Server Platforms</p> <p>Symantec Sales Expert Data Loss Prevention</p> <p>VMWare Sales Professional VSP5.5 VMware Sales Solutiontrack – Disaster Recovery</p> |

En Pointe SLED Resumes

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| | <p>VMWare Desktop Virtualization Sales VMWare Infrastructure VirtualizationSales</p> |
| Work Experience | |
| <ul style="list-style-type: none"> ▪ En Pointe Technologies, El Segundo, CA, December 2011 – current Account Executive Public Sector <p style="padding-left: 40px;">Emphasis on selling core solutions and professional services around Modern Data Center/Cloud Infrastructure, Messaging and Collaboration, IT Security, Systems and Storage, Systems and Service Management Networking and Communications</p> <ul style="list-style-type: none"> ▪ Zunesis, Las Vegas, NV, December 2008 – April 2011 Senior Account Manager <p>Sold IT infrastructure solutions and professional services to Public Sector, Education and Commercial Accounts.</p> <p>Helped define business strategy (sales strategy, marketing strategy, solutions focus) for sales district. Coordinated resources and personnel to support this strategy while leveraging team members' strengths and talents.</p> | |
| Specializations and Training | <p>HP Selling Strategies for Storage and Server Solutions Workshop Hewlett Packard ERATE training HP/Barry Rhein Associates – Selling through Curiosity Microsoft/SPI Solution Selling Xerox Peak Advanced Solutions – Docushare Sales Training</p> |

En Pointe SLED Resumes

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| Name | John D. Gonzales |
| Title | Account Executive |
| En Pointe Contact | 1613 Rusty Nail Loop Round Rock, Texas 78681 (512) 992-9952 JohnGonzales@Enpointe.com |
| Summary | <ul style="list-style-type: none"> • Highly motivated, ambitious, and results-oriented professional with a broad background in senior level sales positions. • Outstanding communication, presentation, and negotiation skills. • Excellent analytical, decision-making, and problem-solving abilities. • Successful in building long-term business relationships, and establishing an exceptional rapport with individuals on all levels. • Enthusiastic leader with the ability to supervise, train, and coach others in fast paced team environments. • Strong organizational and time management skills with attention to detail. |
| Education | TEXAS TECH UNIVERSITY , Lubbock, Texas Coursework in Civil Engineering and Political Science, Dean’s List |
| Work Experience | |
| <p>En Pointe Technologies Account Executive - 2015 to Present</p> <ul style="list-style-type: none"> • Manages SLED opportunities in Texas. <p>ENTEGRATECHNOLOGIES, INC., Austin, Texas General Manager – U.S. Defense & Government Programs</p> <ul style="list-style-type: none"> • Managed Federal Civilian, State & Local Government, & DoD accounts • Supervised 6 direct reports & a vertical specific marketing team • Developed market specific product with lead engineer • Worked closely with the Board of Directors & Investment group to educate the team on government business & sales strategies • Met with C-Level management teams across all government verticals <p>XPLORE TECHNOLOGIES, INC., Austin, Texas Director of Sales – U.S. Department of Defense</p> <ul style="list-style-type: none"> • Managed all Federal Civilian & DoD accounts, globally | |

En Pointe SLED Resumes

- Closed the single largest project in the history of the company, Army PM UAS (Unmanned Aerial Systems) totaling more than \$18m.
- Worked closely with the VP of Engineering & lead mechanical engineer to develop custom solutions for the advanced warfighter.
- Planned & implemented annual budgets for the entire Fed team.
- Accurately set quotas & expectations along with the executive team.
- 2010 - 2011 DELL, INC., Round Rock, Texas

Rugged Solutions Account Executive, Federal – U.S. Department of Defense

- Managed U.S. Navy, USMC, & U.S. Air Force accounts
- Served as technical subject matter rugged solutions expert for all direct DoD account teams.
- Grew Dell's rugged computing by 27% year over year.
- On-boarded new partners to complete Dell's rugged solutions portfolio, including Crystal Rugged Servers, Xplore Rugged Technologies, Two Technologies, & Jericho Defense Systems.
- Closed large rugged program contracts for USMC MCHS, U.S. Navy SPAWAR, Scott AFB - AMC, ROVER HQ – Pentagon, U.S Air Force AETC, & U.S. Air Force eTools program.

MPC-G, LLC, Austin, Texas

Regional Sales Manager, Federal - U.S. Navy (2007-2010)

- Managed a \$60 million Department of Defense U.S. Navy account, and generated weekly and quarterly forecasts.
- Traveled nationwide to attend upper Brass meetings with senior level Naval personnel including Executive Commanding Officers.
- Consulted with Civil Service CIO's, I.T. Directors, Network Managers, Network Engineers, and Network Administrators to determine technology needs.
- Collaborated with internal cross functional teams to sell all lines of business with an emphasis on storage servers (MPC-G, Hewlett Packard, and Hitachi).
- Managed the U.S. Navy's "Fast Attack" submarine rugged computing re-outfit (\$27 million contract).

Account Executive, Healthcare - promoted within nine months (2007)

- Consistently exceeded sales goals in the South Central U.S. region.
- Developed healthcare accounts including Christus Healthcare System, Children's Medical Hospital of Dallas, Doctors Hospital, Lubbock Heart Hospital, and Seton Medical Center.
- Managed the "Touch Screen All in One PC Offering", and developed storage solutions to meet customers' needs.

DELL, INC., Round Rock, Texas

Account Manager, Federal

- Served as a member of Dell's sales team managing the largest civilian federal account.
- Provided technical concept design to one of the nation's most secure networks.
- Involved in winning a blanket purchasing agreement totaling \$294 million.
- Successfully grew market share by 23%.
- Co-developed Dell's ongoing Vista Imaging Platform in 2006.

En Pointe SLED Resumes

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|-------------------|--|
| Name | Pat Accimus |
| Title | Account Executive |
| En Pointe Contact | paccimus@endpointe.com Tel: 310-337-4578 |
| Summary | 25 years of IT Sales experience, specializing in SLED & Government sales. 14 years working for Microsoft. 4 plus years working with the WSCA - Naspo ValuePoint software contract. Covering The State of Alaska and Hawaii. |
| Certs | <ul style="list-style-type: none"> • Microsoft • VMware • IBM • HP 5 |

Work Experience

En Pointe Technologies

October 2011 – Present (4 years 3 months)

SLED/Federal Account Executive for NW region.

En Pointe Technologies is a leading provider of Information Technology Products, Security Services and other Public Sector IT Support Services to SLED Government Agencies. Our unique business structure combined with our strong contract management and extensive technical background has enabled us to provide IT equipment and value added services along with the best qualified sales and technical support at the most competitive prices in the business today.

En Pointe's dedicated Public Sector team is focused on providing infrastructure and foundation solutions for the successful deployment of our Government and Education customer's initiatives in Security, Virtualization, Cloud Computing, Green IT, Classrooms/Learning and more.

Purchase products and IT solutions, and take advantage of our easy to use online ordering application, specialized staff, and our competitive government pricing. Our online ordering application makes it easy to purchase products either from our Contract schedules or alternative COTS products.

Microsoft Corporations - Redmond

September 1997 – September 2011 (14 years 1 month) Redmond

Overarching responsibility for account development and management within the logistically complex and contractually-challenging government/public sector. Charged with building sustainable relationships, interfacing with C-level management, IT Directors and state CIOs to forge new contractual licensing agreements or upgrade existing contracts. Position involved extensive account maintenance, requiring frequent in-person visits with clients.

En Pointe SLED Resumes

Coordination of sales strategizing and tactics with field representative and technical specialists. Teamed-up on quarterly in-person sales and upgrade visits to key clients.

Recruiting clients' IT Directors to become MS product evangelists within their own organizations, equipping them with the tools and talking points necessary to make the internal sale--a strategy that effectively facilitates completion of transactional and contractual agreements.

Continually practices diligent account follow-up. Successful in presenting complex information in relatable terms, particularly as it relates to contractual and compliance adherence issues. Deep understanding of issues unique to government and public sector environments, and frequently negotiates with clients to amend contractual terms to allow the necessary flexibility (including the addition of non-appropriation clauses and good faith opt out clauses, etc.).

Inherited lowest revenue territory in FY03, turned around to highest revenue in SLG vertical in only two years, from 68% to 120% attainment and revenue growth of 300%.

Other key successes have included exceeding quota six years running with average YOY revenue growth of 15%; FY 07, 08, 09 & 11 winner of top industry vertical unit at Microsoft and member of 15-person team winning ATU district of the year; increasing EA seat coverage by 50,000 desktops in territory with annual revenue stream of \$11M.

SAS

January 1997 – January 2002 (5 years 1 month)

In Enterprise and Channel Sales, charged with driving adoption of Microsoft solutions within the "Breadth" account space. Worked closely with a virtual team of resources, partnering with outside sales representative and technical specialist in a consultative, solution-based sales approach.

Instrumental in selling clients on a philosophical shift in contractual licensing agreements, from the traditional one-by-one method to the "site license" approach. This allowed far greater simplicity, the blanketing of multiple deals under one contractual umbrella, and ultimately saved clients considerable revenue over five and six-year time frames.

Led a 552% growth rate during five-year tenure, from \$4.2M to \$23.2M revenue.

Established self and team as a trusted advisor across the client base, successfully closing 32 Enterprise Agreements and ensuring minimum of 80% accounts covered by Volume Licensing Agreements.

SAS INSTITUTE

Account Executive

SAS

January 1995 – January 1997 (2 years 1 month)

In a highly competitive market and largest revenue target in Western region (Northwest), responsible for customization and sales of software solutions and consulting packages to prospective and existing accounts.

Established impactful, collaborative relationships with clients' key decision makers. Designed, prepared and delivered customer presentations and RFPs. Consistently attained 110% of sales quotas. Led launch and rollout of a new Financial Solutions product line.

En Pointe SLED Resumes

| | |
|---|---|
| Name | Oscar Munoz |
| Title | Account Executive |
| En Pointe Contact info | E-Mail: omunoz@endpointe.com Phone: 310-337-5907 Fax: 310-337-6175 |
| Summary | University of California Los Angeles B.S. Physics |
| Skills Inventory | Strategy, Professional Services, CRM, Channel Partners, Partner Management, New Business Development, Solution Selling, System Integrators, Cloud Services. |
| Certifications | VMWare, Dell, HP, Symantec, EMC |
| Work Experience | |
| <p>1996 – 2015 – En Pointe - Account Executive</p> <p>Led the Los Angeles County team with an emphasis on customer service. Led LA County setting up their employees and family purchasing program.</p> <p>Lead generation across the Southern California.</p> <p>1991 – 1996 – CompUSA – Account Manager</p> <p>Sold computer systems.</p> <p>1989 – 1991 – UCLA – Teaching Assistant</p> <p>1984 – 1989 – Undergraduate studies CSULB</p> | |
| Specializations and Training | Client Solutions, Networking, Data Center, Virtualization, Security |

En Pointe SLED Resumes

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|--|---|
| Name | Lance Pine |
| Title | Account Executive |
| En Pointe Contact | 2175 Willow Lane Lakewood Colorado 80215 (720) 940-6233 lpine@enpointe.com |
| Summary | Results oriented sales executive with a proven 20+ year track record selling technology solutions to IT, infrastructure and datacenter decision makers. Experienced in the development and implementation of high impact sales strategies to commercial and public sector clients. Accomplished in developing new regions and jumpstarting static territories. A sales professional who holds himself personally accountable for results. |
| Certs | <ul style="list-style-type: none"> • HP-CISS • HP-3Par • NetApp • VMware-VSP 5.5 |
| Work Experience | |
| <p>En Pointe Technologies</p> <p>Senior Account Executive/Regional Manager- Public Sector 2003--PRESENT</p> <p>Responsible for acquiring and managing corporate and public sector accounts in the Rocky Mountain Region. Oversee sales, sales process and sales execution, including customer facing presentations.</p> <p>Negotiated contract with CenturyLink, a fortune 500 company, for IT Products and Services.</p> <ul style="list-style-type: none"> • Resulting in over \$15 million of revenue to date. <p>Negotiated Software Contract with WSCA/NASPO State of Colorado</p> <ul style="list-style-type: none"> • Awarded \$2.1 million project with Jefferson County School District • Coordinated team on \$1 million project award from Cherry Creek School District <p>Developed strategies that secured contracts over time with:</p> <ul style="list-style-type: none"> • BP, First Data Corporation, Ball Corporation, National Institute of Health and General Dynamics. <p>Vendor relationship manager:</p> <ul style="list-style-type: none"> • HP, HDS, NetApp, Cisco, Dell, Microsoft, VMware and Symantec. | |

En Pointe SLED Resumes

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|---|--|
| Name | Doug Orman |
| Title | Account Executive |
| En Pointe Contact | dorman@endpointe.com Office: 866-457-1375 Ext.3551 Cell: 763-234-1941 |
| Summary | 32 years in sale in IT environment, working all level of management. Account manager in both commercial, public sector and healthcare. Effective communication skills to translate customer needs into service and products solutions. Excellent problem solving and communication skills. Excellent software licensing knowledge with all major publishers. |
| Education | Minnesota State University, Mankato BS, Computer Science and Marketing |
| Certs | <ul style="list-style-type: none"> • HP PSG and Enterprise product • VMware Sales Certification • Symantec Sales Certification • Microsoft Sales Certification |
| Work Experience | |
| <p>En Pointe Technologies</p> <p>Account Executive – 1997 to Present</p> <p>Over 20 years of experience in developing and managing long term customer relationships in the information technology market place. Assist customer in managing their IT needs in Software Licensing, Enterprise Networking /Storage, Security, Cellular data solutions and Services.</p> <p>Specialties:</p> <ul style="list-style-type: none"> • Comprehensive experience and training in the software licensing and security areas. • Software publishers include: <ul style="list-style-type: none"> ○ Microsoft ○ Symantec ○ Trend ○ McAfee ○ Citrix and many others. <p>Consult with customer on the most cost effective way to purchase and manage software licensing in their organization. Assist in negotiating the most favorable pricing and terms with the software publisher.</p> <p>Entex Information Services: Sales of IT products and services.</p> | |

En Pointe SLED Resumes

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|-------------------|--|
| Name | Donald Born |
| Title | Account Executive |
| En Pointe Contact | 1940 E. Mariposa Ave, El Segundo, CA 90245 Ph: 310-337-6154 Ext. 5154 DBorn@Enpointe.com |
| Summary | Experienced sales professional. Strong knowledge of State and Local Government Information Technology with a successful sales background in computer hardware, software and services. Successful track record of generating revenue in highly competitive marketplaces and in retaining existing customers through exceptional customer service. |
| Skills Inventory | Go-to market strategies, Presales, Saas, Software, Hardware, Business Intelligence, Cloud Technologies. |

Work Experience

En Pointe Technologies

Account Executive - State and Local Government

Responsible for selling hardware, software and services in public sector. Daily activities include responding to bids, RFP's, RFI's and creating unsolicited proposals. Work with En Pointe Professional Services, partners, manufacturers to deliver solutions in the public sector space. Work directly with customers to influence purchasing decisions and agreement terms.

December 2000 - September 2014

Microsoft Corporation

Account Executive - State and Local Government

Responsible for providing strategic business leadership, driving customer satisfaction, growing revenue and day-to-day account management activities. These activities included building and managing key relationships, monitoring deployment projects, engaging resources and leading a diverse virtual team as well as engaging with Microsoft's senior leadership team for Executive Sponsorship. I was responsible for teaming with Southern California local government customer's IT organizations, Microsoft Consulting Services and Premier Support to articulate a clear vision for implementing and supporting Microsoft technologies and solutions. I was also responsible for mobilizing all appropriate Microsoft partners and resellers to support customer interests while keeping Microsoft's long term interests in focus. Working with an Account Technology Strategist, I was responsible for developing and executing an overall account plan to retire and exceed quota. Additionally, I drove deployment of Microsoft's infrastructure products across all divisions of the

En Pointe SLED Resumes

account and ensured that line of business applications was developed on Microsoft's platform. I also developed formal case studies and press releases highlighting Microsoft-based solutions.

1995 - 2000

En Pointe Technologies

Account Executive - State and Local Government

Hired to plan and execute sales and marketing strategies for En Pointe Technologies for local government accounts. Responsible for selling hardware, software and services in public sector. Daily activities included managing an inside sales team, responding to bids, RFP's, RFI's and creating unsolicited proposals. Worked closely with En Pointe Professional Services to deliver services in the public sector space. Worked directly with customers to influence purchasing decisions and agreement terms.

1991 - 1995

CompUSA

Account Manager - Direct Sales

Managed local government and commercial accounts in Southern California. Began managing the Los Angeles County sales team in 1993. Secured the Los Angeles County approved vendor agreement for hardware, software and training and grew revenue each year.

Secured and managed reseller agreements with Dell, Cisco and others. Maintained licensing agreements with Microsoft, Lotus, WordPerfect, Novell and other industry standard software companies.

En Pointe SLED Resumes

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| Name | Bob O'Connor |
| Title | Account Executive |
| En Pointe Contact | Telephone: (310) 337-5202 e-mail: boconnor@endpointe.com |
| Summary | <p>Account Executive with consistent track record of success in sales and business development. Proven expertise in domestic and global marketing, strategic planning, and key account management.</p> <ul style="list-style-type: none"> ▪ 27 years experience providing information technology solutions to key customer accounts. ▪ Account Executive with En Pointe since February 2004. ▪ Manage over \$60M in contracts for high profile En Pointe government and commercial accounts including LADWP, Los Angeles World Airports (LAWA), Port of Los Angeles, County of Riverside, City National Bank and MUFG Union Bank. ▪ Extensive experience working with LADWP personnel and systems over the last 7 years managing 3-year Hardware Procurement contract #'s 47727, 47029-1 and current contract #47273E-5. ▪ Multiple contracts won from Los Angeles World Airports (LAWA) for providing IT |
| Training and Certifications | Multiple IT industry related strategic and consultative sales trainings; HP Accredited Sales Professional (ASP) |
| Education | Merrimack College – BS degree in Accounting |
| Work Experience | |
| <ul style="list-style-type: none"> ▪ Multiple technology start-ups involved in web-based solutions including content management and security - 2001 -2003 ▪ Axent Technologies - 1998 – 2000; sold enterprise security solutions; company was eventually sold to Symantec. ▪ Attachmate Corp – 1996 – 1998; marketed & sold web-to-enterprise and desktop-to-host business solutions | |

En Pointe SLED Resumes

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|---|--|
| Name | Bill Abrams |
| Title | Account Executive |
| En Pointe Contact info | Ph: 201-655-0251 babrams@enpointe.com |
| Summary Skills Inventory | <p>Highly skilled Information Technology professional with a 20 plus years experience in infrastructure, sales, management and data communications. Completion of health IT training from Columbia University, HIT Certificate program – Security specialty, AHIMA CCHIIM certified for Implementation Manager.</p> <p>Excellent verbal and written communication skills. Outstanding time management, organizational, and problem solving skills. Strong motivational and interpersonal skills.</p> <p>Training from Columbia University.</p> |
| Certifications | CHTS-IM |
| Work Experience | |
| <p><u>Government Accounts Manager</u> <u>Enpointe Technologies</u></p> <p>2010 – Present (5 years) New Jersey</p> <p>Negotiate software and services contracts with vendors including pricing and SOW's Execute process management for delivery of software and services Recommend software packages and provide evaluations of perpetual licenses vs cloud, SaaS, IaaS, and hosting services Monitor and control multi-state software supply contracts, assuring adherence to corporate guidelines, government compliance and budgetary restraints Manage vendor and customer relationships to expand depth of business sectors Oversee inside team of 10 people Training of new personnel Achievements: Improved processes efficiency resulting in contract value increases from \$3,000,000 to \$24,000,000 within 18 months Expert contract negotiator achieving win-win solutions for all parties Clearly communicate contract content to vendors and government agencies for mutual benefit</p> | |

En Pointe SLED Resumes

resulting in trusted adviser status
 Started with 1 contract and 2 states and now supervise 2 contracts and 9 states

Director of NY Public Sector
Westwood (now Emtec)

August 1999 – November 2009 (10 years 4 months)

- Sold infrastructure, system integration, and computer maintenance packages
- Managed and expanded contracts with government, health and education entities
- Implemented business development and marketing initiatives, including trade show management
- Practiced consultative selling of IT Solutions for business problems
- Trained and managed sales staff
- Negotiated competitive contracts and implemented policies and procedures for successful execution
- Expanded vendor relationships, leveraged vendor programs to win business and increase profits

Achievements:

- Won and managed an \$800,000 software migration and hardware upgrade project for New York State Veterans Home
- Secured \$900,000 tablet project for the New York City Department of Health
- Closed and managed \$1,400,000 rollout for the New York District Attorney’s office
- Managed a \$1,300,000 project for the New York City Department of Transportation
- Won and held servicing agreements with the New York City Human Resources Administration
- Won a ten-year hardware and services agreement with the New York State Office of General Services

Senior Account Manager
Manchester Technologies

1986 – 1999 (13 years)

Wide area marketing of computer solutions to Fortune 1000 and medium size firms. Developed accounts for maximum dollar volume across a broad range of products. Manage all aspects of account development including cold calling, contact management, product recommendation, delivery schedule, and payment schedule. Specialties include design and implementation of networks and wide area communication systems

Specializations and Training

- HIT security basics
- ITIL basics
- Proficient in all aspects of Microsoft Office
- Consultative selling
- Vendor certifications
- VMware VSP5 and desktop virtualization 6
- Symantec BackupExec 2012 SSE and SSE+

En Pointe SLED Resumes

| | |
|--|---|
| Name | Barb Grossman |
| Title | Account Executive |
| En Pointe Contact info | Email: bgrossman@enpointe.com Phone: 866-457-1377 Local Address: PO Box 16123 Minneapolis, MN 55416-0123 |
| Summary | Joined En Pointe Minnesota as an AE in August 1997. We won our first State Prime vendor Enterprise Hardware Software and Services Contract in 2000 and have since won 3 additional State Contracts. Currently Manage three ValuePoint/NASPO contracts: Cisco Systems, HP Enterprise and HP Inc. for State of Minnesota |
| Skills Inventory | Collaboration with our internal resources and vendor partners has made En Pointe a trusted partner for the State of Minnesota, Cities, Counties and Schools in solving their business critical issues and requirements. |
| Certifications | VMWare, HP Enterprise and HP Inc., Microsoft, Intel, Apple, Cisco |
| Work Experience | |
| <p>En Pointe Technologies 1997-Present: Account Executive</p> <p>As an En Pointe Senior Sales Executive who concentrates on (State, Local Gov't & Higher Ed) Enterprise Market Sales function, Barbara sells IT Products and Professional Services to new and existing En Pointe SLED customers, as well as maintaining positive on-going relationships to meet evolving customer needs. She's an expert in developing business, responding to RFP's, developing proposals for presentation to customers, and selling Products and Services. She is supported a cross-functional teams from En Pointe's Marketing, Systems Engineering and Product Development team. She has excellent relationship building, negotiating, and technical skills to assist her clients.</p> <p>BusinessLand Sales Executive 1985-1991</p> <p>Led Businessland by articulating product benefits and advantages of Businessland's core sales message.</p> <p>Opened new accounts.</p> <p>Opened new sales territory which included pipeline development, territory planning, account planning, forecasting, quota attainment, sales presentations, and short term, midterm, long term opportunity management.</p> <p>Pickwick International Record Distributor: Account Executive</p> <p>French Teacher</p> | |
| Specializations and Training | Converged Infrastructure, Cloud Computing, Assistive Technology, Virtualization |



**Request for Proposal
ADSPo 16-00005829**

Solution for:

Missy Mudry
State of Arizona,
100 N. 15th Avenue, Suite 201
Phoenix, Arizona 85007
Phone: 602.542.9125
MISSY.MUDRY@AZDOA.GOV

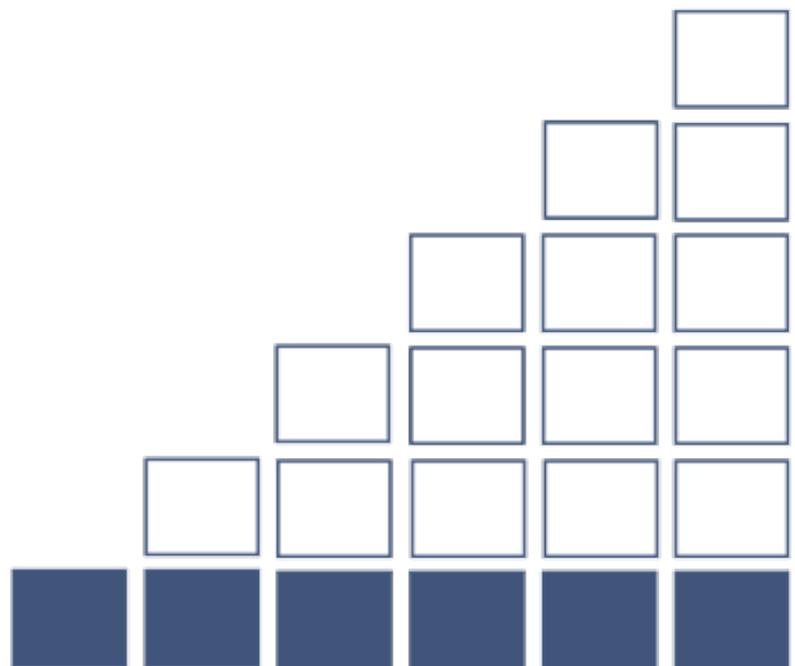
Presented By:

En Pointe Technologies Sales, LLC
1940 E. Mariposa Ave
El Segundo, CA 90245
Tel: (310) 337-5200
Website: www.enpointe.com

Contact:

Imran Yunus
Director of Government Sales
Office Phone: 310-337-5908
Email: iyunus@enpointe.com

Date: December 17, 2015



ATTACHMENT B RESPONSE TO SCOPE OF WORK METHODOLOGY

TABLE OF CONTENTS

ATTACHMENT B..... 1

ATTACHMENT B

1. Offeror shall describe its overall approach to providing solicited services. Include how Offeror plans to meet or exceed requirements of the Scope of Work and Terms and Conditions.

As the incumbent in the Value Point contract, En Pointe plans to continue to add value to all NASPO/Value Point Participants (NVPP) using the knowledge and experience that we've gained over the years servicing the current contract. We hold current NASPO Value Point contracts with HP, Cisco, and EMC. Recently we have upgraded our online system with SciQuest successfully. At the same time, we are actively expanding our offerings and streamlining our software services. En Pointe has grown as a company and are now part of PCM family of companies that includes, PCM and PCMG. This means we offer deeper relationships with OEMs and Software Publishers. We have advanced certifications with Tier 1 publishers and all three companies have 20+ years of experience as Value Added Resellers. We are constantly being awarded new state wide contracts and have a proven methodology for supporting city, county states, school districts and higher education institutions. With a world-class and experienced sales team, superior technology for procurement and an operations team well versed in government procurement, we will be able to not only answer all NVPP's questions but we'll be able to guide participants toward to right technology.

Our Value-Add under this contract includes but is not limited to:

- Experience managing On-boarding and transitioning of NASPO Value Point Participants
- eProcurement Online Ordering and Reporting Tool/Customer Website – AccessPointe
- Software Asset Management (SAM) Offerings
- License Tracking and Consulting
- Software Integrator LAR (SLAR) – Microsoft LSP.
- Trained and Dedicated Account Managers

The benefits of e-Connect:

En Pointe's experienced Software licensing team can either advise you or do the heavy lifting on ongoing management and administration of your SW licensing procurements.

- Strategy sessions help develop an understanding of NVPP's technology roadmaps
- Assist in negotiations with manufacturers and publishers.
- Planning, deployment, full or partial management and retirement of software publishers' technologies.

Communication Plan to Create Outreach to NASPO ValuePoint Participants

En Pointe will develop an operations set of guidelines and metrics specific to the needs of each NVPP. Our account managers measure deliverables and personnel using detailed reporting systems and scheduled conference calls (weekly) and when necessary monthly visits with designated NVPPs. We respond and deliver according to your expectations and adjust our operations accordingly. En Pointe will dedicate a Transition Manager to assist in defining key success criteria for both implementation and steady NVPP support. Upon contract award, these

resources will be assigned and will work with the NVP to finalize the Statement of Work, define participant's vision and continue to provide superior service.

OBJECTIVES: The well-trained and dedicated support Account Team will be primarily responsible for providing advice and knowledge of the software license products.

- Conduct account performance and service reviews on a periodic basis in accordance with the contractual requirements outlined in this RFP
- Coordinating OEM and contract related meetings, product demonstrations and product evaluations with the various NVP Departments/Agencies.
- Review work flow structure to ensure quality and efficiency for the NVPP's order processing.
- Communicating the NVP's goals, strategies, and policies to all members of the En Pointe account team
- Program impact/cost analysis
- Organization specific training for participants
- Proof of license reports
- Cost analysis reports and recommendations.
- Contract Compliance
- IT Best Practices Recommendations.
- Communicating the contractual pricing for all license contracts and other products to all users involved.
- Training for NVPP Purchasing on En Pointe's Web Tools

GOALS & TASKS:

- Develop regular/ongoing communications schedule.
- Develop communication review/approval process.
- Create a special email address & mailbox to send all approved communications and receive all community responses/questions.
- Develop inquiry response guidelines.
- Coordinate with OEM meetings, webinars, training and seminars

AUDIENCE:

- NVP Purchasing Staff
- Agency End Users (NVPP)
- IT Directors
- Others as Defined

TOOLS AND TIMETABLES:

Tools that will be utilized to communicate information to the NVP will include:

- Company Intranet
- Email
- PowerPoint presentations
- Conference Calls

The tools will be used in combination with each other for maximum communication affect and NVPP exposure.

Each State will have a designated experienced representative that will expertly guide participants through the complexities of software licensing, negotiation and tracking. Each participant will have access to knowledge experts at En Pointe whose sole mission is to circumnavigate licensing pitfalls and make procurement easier and more cost effective. They are led by a management team that constantly wants to ‘wow’ our customers with superior service and guidance. From on boarding, to implementation, to ordering, tracking, problem resolution, cost saving and technology road mapping our continued goal is to simplify the process for participants and expand our offerings to that the maximum amount of people can benefit from the NASPO Value Point Master Agreement.

2. Develop and Maintain Website. Describe the website to be established for a state.

2.1 Home page appearance and information;

En Pointe builds web pages announcing to the participants all the benefits of the En Pointe software procurement processes and tools. We currently create these types of webpages for states such as Alaska, Washington, Hawaii, and many more. En Pointe can design, publish and distribute co-branded marketing materials within first 90 days. We currently create Value Point newsletters that we send out to inform participating stakeholders of products and services that may be useful to their institution. En Pointe can customize the content of the web site, so it meets the requirements with information relative to the specifics of the contract. A well-designed link directory will be maintained that will be relevant and useful to the NVP and NVPP. The home page can be a welcome page for new users with links to how to contact the En Pointe Account team, contract details, news and information, and links to our eProcurement online ordering and catalog. We are currently integrated with SciQuest.



2.2 On-line tutorials:

Online tutorials will be provided that allows access to a wide range of detailed, useful and accessible information. As an example, on the Commonwealth of Massachusetts website, in the eProcurement link, we provide a link for a demo, with a demo user ID and password. Once on the site, there is an included user guide that takes the user through the features and use of the web site. We have included the user guide as an attachment to this section.

Web site, link to eProcurement tool/instructions:

<http://www.enpointe.com/massachusetts/eprocurement.asp>



The screenshot shows the AccessPointe e-Procurement portal for the State of Massachusetts. The page features a navigation menu on the left with links for Home, Why En Pointe, Your Team, and e-Procurement. A central image displays a city skyline. The main content area is titled "AccessPointe, En Pointe's robust e-Procurement portal" and includes a brief description of the tool. A bulleted list highlights key features: Bundles, Software License Contracts, Workflow, Order Status & Asset Tracking, Contracted Pricing, Reports, Maintenance Module, and PunchOut Integration. Below this list, there is a section for "How to get your login?" which provides a demo URL, username (MADemoUser), and password (enpointe). A "Demo" button is also visible.

Once on the AccessPointe URL, users can sign in with a demo ID. Below is a screenshot of the demo that was set up for the Commonwealth of Massachusetts. We have provided the User Guide as an attachment. The evaluation team is able to sign on as a Demo User to this site. En Pointe is also able to create a flash demo of the site, should States desire that feature.

Instructions for self-paced demo

Downloadable User Guide

Please refer to ATTACHMENT A_Qualifications_EnPointe_AccessPointe User Guide_2_2
2.3 Product catalog (include searchable fields, products to be included, how license information is provided);

En Pointe provides a catalog management system with a variety of flexible, modular and scalable features. En Pointe’s e-procurement system, AccessPointe helps create, communicate and enforce corporate standards with customized catalogs containing contracted pricing. Electronic Product Catalogs are transmitted and hosted behind your firewall using a variety of methods including: XML, cXML, EDI, TXT, DB, XLS, etc.

Catalog Support is a service En Pointe has provided to a large segment of our customers. Managing content and catalogs is a daily task at En Pointe. We have built comprehensive tools

utilizing complex processes that can filter, format, cleanse, and enhance data from any source and publish this data to any system capable of receiving it. En Pointe can provide an on-line catalog of available software with the following features:

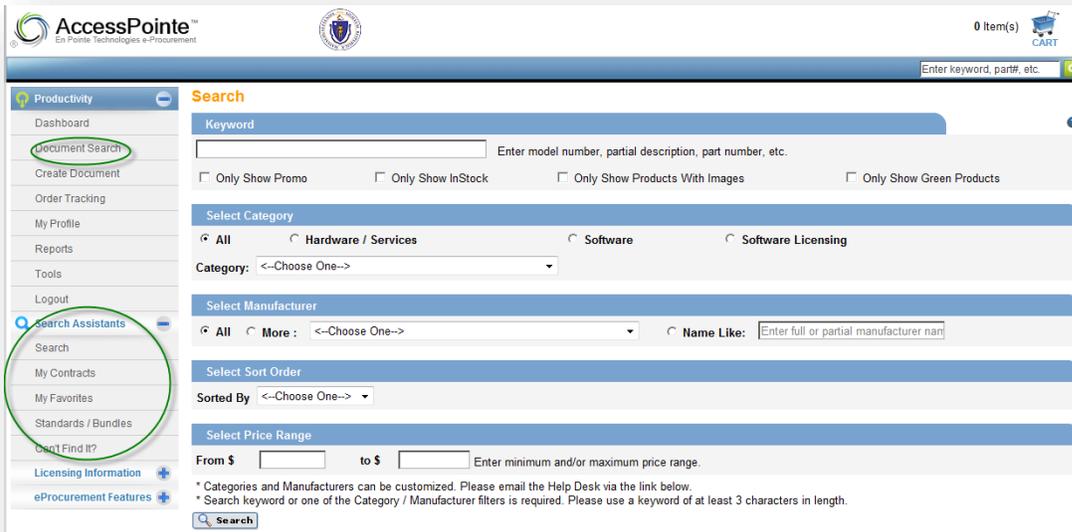
The ability to search VLA and Non-VLA products by various search options.

- Each State can have its own pricing in the Catalog if variation based on Publisher pricing
- Pricing rules can be updated at any time based on the NVPP policies.
- Catalog for each State includes only software which the reseller has not been restricted from selling by that State.
- The catalog will enforce the state's policy by restricting products from the catalog
- AccessPointe allows flexible management of each catalog
- AccessPointe allows ability to further restrict users to certain SW within a State

Searchable Fields:

Our Search Engines intelligently assist in finding products amongst a catalog of hundreds of thousands of products. NVPP can search for products using one of two methods, a basic keyword search where any keyword or phrase can be conveniently entered into the search box, and an Advanced Search option which allows for more complex requests. Advanced Search will allow for combinations of different criteria to be used for the result, as well as powerful filters that will help delineate non-desired results.

More details on searchable fields can be found in the Demo Guide.



Please refer to ATTACHMENT A_Qualifications_EnPointe_AP Features Benefits_2_3

2.4 Links:

En Pointe Technologies Sales, LLC
 Accesspointe eProcurement Tool

www.enpointe.com
www.accesspointe.com

2.5 Downloadable standard reports. Include:

Standard Reports are available online, free of charge, as a subscription or on an ad-hoc basis that will be integrated to your custom website:

- Report of Outstanding Orders
- Detail Report by Manufacturer
- Detail Report by Customer PO#
- Detail Report by Ship To Location
- Raw Data File (all fields captured)
- Summary Totals by Product Name
- Sales and Backorder Report
- Summary Totals by Manufacturer
- Customer-Specific Price List
- Snapshot Report – graphical summary of purchase activity data
- License Consumption Report
- Purchase Activity Detail Report

En Pointe can create parent/child administrative rights. A State Contract Manager can pull standard and custom reports for the entire state and be provided admin rights for eligible entities. See the Demo guide for more details on how to create reports and report features in AccessPointe.

Sample Manual Report:

| Invoice # | Inv Cr. Dt. | Doc # | Doc Date | Cust. PO # | Contract# | Req. Del. Dt. | Customer # | Customer Name | Item # |
|-----------|-------------|----------|-----------|------------|-----------|---------------|------------|---------------|--------|
| XXXXXX16 | 2/20/2015 | XXX93247 | 2/18/2015 | XXX51288 | 75018419 | 2/18/2015 | 100xxxx | Demo | 10 |
| XXXXXX17 | 2/20/2015 | XXX93251 | 2/18/2015 | XXX51290 | 75018419 | 2/18/2015 | 100xxxx | Demo | 10 |
| XXX94028 | 2/24/2015 | XXX93065 | 2/17/2015 | XXX51199 | 75028520 | 2/17/2015 | 100xxxx | Demo | 10 |
| XXX94029 | 2/24/2015 | XXX93108 | 2/18/2015 | XXX51226 | 75028520 | 2/18/2015 | 100xxxx | Demo | 10 |
| XXX94033 | 2/24/2015 | XXX93230 | 2/18/2015 | XXX51282 | | 2/18/2015 | 100xxxx | Demo | 10 |
| XXX94030 | 2/24/2015 | XXX93249 | 2/18/2015 | XXX51289 | 75028520 | 2/18/2015 | 100xxxx | Demo | 10 |
| XXX94034 | 2/24/2015 | XXX93432 | 2/19/2015 | XXX51412 | 75028520 | 2/19/2015 | 100xxxx | Demo | 10 |
| XXX94032 | 2/24/2015 | XXX93433 | 2/19/2015 | XXX51411 | | 2/19/2015 | 100xxxx | Demo | 10 |
| XXX94035 | 2/24/2015 | XXX93497 | 2/19/2015 | XXX51440 | | 2/19/2015 | 100xxxx | Demo | 10 |
| XXX94036 | 2/24/2015 | XXX93516 | 2/20/2015 | XXX51488 | | 2/20/2015 | 100xxxx | Demo | 10 |
| XXX94726 | 2/25/2015 | XXX93638 | 2/20/2015 | XXX51535 | | 2/20/2015 | 100xxxx | Demo | 10 |
| XXX96046 | 2/27/2015 | XXX93033 | 2/17/2015 | XXX51187 | 75018419 | 2/17/2015 | 100xxxx | Demo | 40 |
| XXX96046 | 2/27/2015 | XXX93033 | 2/17/2015 | XXX51187 | 75018419 | 2/17/2015 | 100xxxx | Demo | 30 |
| XXX96047 | 2/27/2015 | XXX93392 | 2/19/2015 | XXX51398 | 75018419 | 2/19/2015 | 100xxxx | Demo | 20 |
| XXX96047 | 2/27/2015 | XXX93392 | 2/19/2015 | XXX51398 | 75018419 | 2/19/2015 | 100xxxx | Demo | 10 |
| XXX98484 | 3/5/2015 | XXX93276 | 2/18/2015 | XXX51293 | | 2/18/2015 | 100xxxx | Demo | 20 |

2.5.1 How information is controlled and sorted (e.g. what information LSCA can access):

Below is a sample of the type of information that can be controlled and sorted. Moreover we can customize the data to match what you require. The standard notifications are sorted by;

1. Customer Name
2. Manufacturer Name
3. En Pointe Purchase order number

4. En Pointe Sales order number
5. Expiring SKU (Part number of the expiring License. Can be one or many)
6. Expiring Part Description (explanation of expiring licenses)
7. Expiration Date (the date when part gets expired)
8. Renewal SKU (Part number of the new service)
9. Opportunity amount (The list price customer will pay to renew)
10. AE name (who has been assigned to the customer)

Key Services of Renewal Team:

1. Renewal Process Management
2. Random Renewal Opportunities
3. Upgrade Promotions
4. Renewal Outsourcing
5. Renewal Repository

Reporting is one of the most critical parts of the renewal process that shows the results of a complete renewal activities performed in a particular quarter. These reports help us guarantee on time renewals and help avoid late renewal fees which customers could possibly be charged.

2.5.2 How state Procurement Officer can obtain purchasing profile for Users and volume in State:

Since En Pointe is a Value Point contract holder, we maintain these purchasing profiles and we already are capable of giving profiles to NVPP officers who request them.

2.5.3 How an individual User can obtain only their information.

Reports can be tailored to have individual access. Our system is designed to give, and limit, access to information depending on the security level issued by administrators.

2.6 How website is monitored, kept current and accurate.

En Pointe and PCM's websites are updated continually on a daily basis. We have a 99.9% uptime and the only time we've been down in the past few years is once a year on a Sunday between midnight and 6am it has been down for maintenance but this scheduled in advance. En Pointe systems are electronically integrated with key suppliers via EDI and are updated continuously on a daily basis.

3. Describe your Company's method for tracking software licenses and ensuring that Participating States receive timely notifications of renewals or are advised of volume agreement opportunities or vulnerabilities, etc.

Our license tracking software works by actively maintaining all licensing agreements customers have with software publishers (both contractual agreements as well as transactional software volume discount agreements). This enables us to ensure customers are purchasing products in compliance with any agreements they have, and prevents accidental quotes and/or orders for products at prices outside of any agreement terms. Because every license is individually recorded against a customer-specific agreement, we can easily track license purchases for customers and record them against contractual milestones to assist customers in recognizing how to take best

advantage of any agreements they have entered into. The below screenshot shows a summary of the various Publisher contracts and standard reports.

The screenshot displays the AccessPointe web application interface. At the top, there is a navigation bar with links for Home, About, and Logout, along with a search bar. Below this is a main menu with categories like Software, Search, My Contracts, Reports, Services, and Buy Hardware. The left sidebar contains navigation options such as Productivity (Dashboard, Order Tracking, My Profile, Document Search, Reports, Tools, Logout), Search Assistants (Search, Advance Search, My Contracts, Standards / Bundles, My Favorites), Cart Details (Checkout), Licensing Information, and eProcurement Features. The main content area is divided into several sections: Account information (User: Adams, paul; Account: COUNTRYWIDE HOME LOANS [SFTWR]; SAP Account Number: 0001009991), an Inbox for Messages from En Pointe, En Pointe Contacts (Sheila Johns, Norma Munoz-Pratt, Marc Villalba), My Contracts (a table listing programs like Microsoft Select 6.0 Level D and A, and Adobe CLP 4.0 Multiple Contracts), My Saved Reports (a table listing reports like License Contract Summary and Summary by Publisher Name), and My Standards / Bundles (a table listing various software licenses like Access Licensing, Antivirus, Microsoft, Adobe Acrobat, and Adope).

3.1 The standard sort-able data fields established for these records.

The standard notifications are sorted by; 1. Customer Name 2. Manufacturer Name 3. EnPointe Purchase order number 4. EnPointe Sales order number 5. Expiring SKU (Part number of the expiring License. Can be one or many) 6. Expiring Part Description (explanation of expiring licenses) 7. Expiration Date (the date when part gets expired) 8. Renewal SKU (Part number of the new service) 9. Opportunity amount (The list price customer will pay to renew) 10. AE name (who has been assigned to the customer)

3.2 The information tracked on behalf of Participating States.

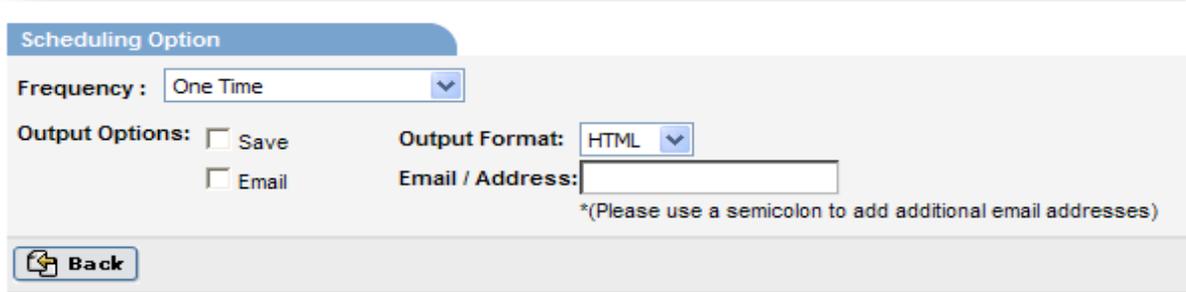
En Pointe’s order tracking features will provide you visibility through the entire procurement process. Our solution provides our internal order status, invoice information, as well as real-time shipping status via integration links to all the major carriers, allowing us to show the exact location of every order and status of each license. Furthermore, we provide best in class data availability to include individual license numbers. Our solution even provides proof of delivery by pulling up the signature of the individual who signed for any products which need physical delivery.

Our license tracking works by actively maintaining all licensing agreements the states have with software publishers (both contractual agreements as well as transactional software volume discount agreements). This enables us to ensure that you are purchasing products in compliance with any agreements you have, and prevents accidental quotes and/or orders for products at prices outside of any agreement terms. Because every license is individually recorded against a customer-specific agreement, we can easily track license purchases and record them against contractual milestones to assist you in recognizing how to best take advantage of any agreements you have entered into.

3.3 How reminders of significant dates or volume plateaus are triggered. Include how your Company, as a partner with the Participating State, communicates with the State to ensure no deadlines are missed or opportunities unexplored.

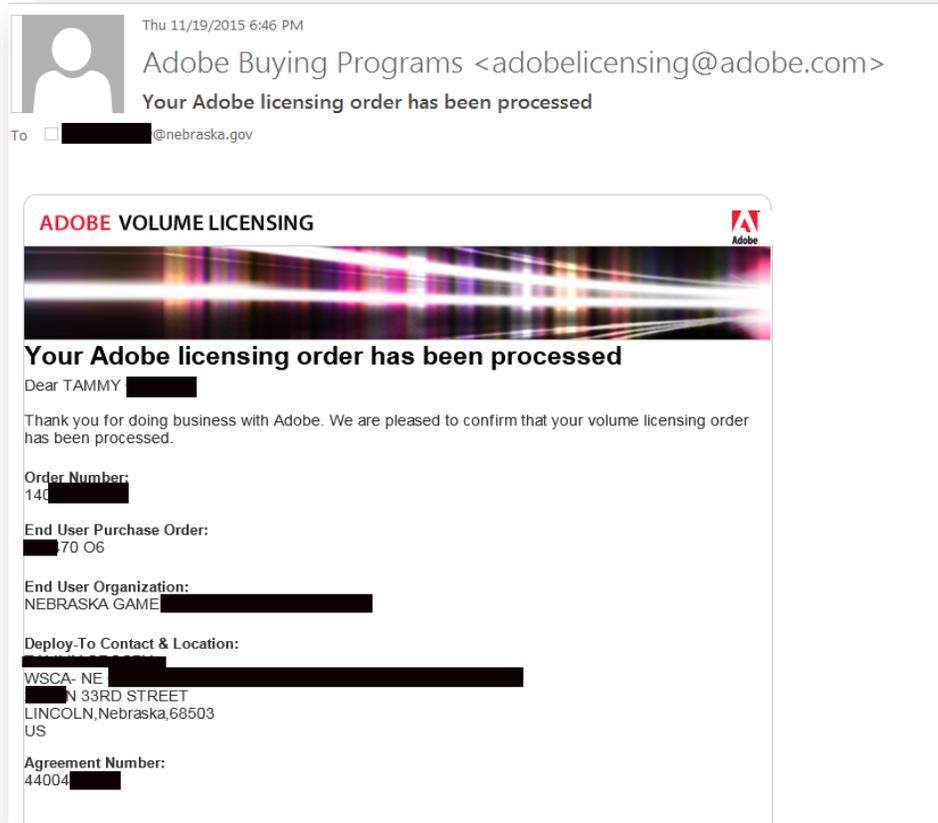
En Pointe has a redundant systems that works both electronically with our e-procurement tool that is set to notify clients and our software tracking teams who work behind the scenes to makes sure that our Account Executives have current information to better support the states in their licensing options. Account Executives are notified via system generated notifications early enough so they can inform participants of up-coming renewal and pending volume plateaus. This will ensure that no deadlines are missed or opportunities unexplored. Reminders can be sent in a variety of formats, such as HTML, PDF, Excel, etc.

4. Describe your method Participating State receives documentation of Proof of License



4.1 Describe process for providing Proof of License to a buyer.

When we receive the customer's Purchase Order our Customer Support Representative (CSR) places the order in our system through SAP to our vendors. The order is then confirmed by the vendor electronically and the product is shipped directly to the customer. Shipment confirmation is sent to purchasing who then closes the order and adds shipping information in case of POD requests. Customer is then electronically invoiced and all licensing proof of purchase data is recorded in AccessPointe our e-Procurement tool. Proof of purchase documentation requests can then be satisfied quickly through inquiry into the AccessPointe account database. En Pointe will provide (or facilitate through the publisher) a proof of license certificate that will substantiate Proof of Purchase for each type of license purchased under this contract. En Pointe receives automatic copies of most vendors' licenses. We maintain a database and send a copy to the customer. These License Certificates contain all the necessary information to show proof of ownership. Please see our sample Proof o License notification below:



4.2 Method of retaining back-up copies of Proof of License. How quick duplicate provided.

En Pointe maintains all customer agreements with proof of delivery/proof of purchase against each order in our ERP SAP system. This system allows us to provide you a real-time depository of software license information such as key-codes, software assurance benefits, etc. Because every license is individually recorded against a NVPP specific agreement, we can easily track license purchases for customers and record them against contractual milestones to assist customers in recognizing how to best take advantage of any agreements they have entered into. Every publisher has a different process in providing certificates of license. Some vendors (i.e. Publishers) will send us a copy of the certificate that we store, others send the certificate directly to the customer and do not copy us, but will resend upon our request with proof of invoice, and still others store the certificates on a website that the customer only has direct access too. The process is done quickly and we have a 24 hour turnaround time.

4.3 Describe how your Company partners with a State to demonstrate accuracy of licensing information to a publisher (aka a "True Up").

Our proactive AEs have extensive enterprise experience with publisher reps. They are well versed in true up policies, anniversary date adjustments and not to exceed pricing rules. En Pointe has a professional methodology for advising our clients on the best practices for software acquisition, license management true up and reporting available in the market. We also offer world class Software Asset Management services which use the following protocol:



They also provide:

- Publisher management including scheduling and presentation management
- License Program Analysis and Comparisons
- Pro-active notifications of renewals and contract expirations
- Budget Planning and Forecasting
- Compliance Reviews and Audit Consulting
- Subscription-based and Ad-Hoc Reporting
- Self-Service P&A (Procurement & Administration), Ordering and Reporting
- Software Asset Management

We can clearly differentiate En Pointe from its competitors in the areas of Account Executive knowledge, software pricing and rebates, the use of technology and commitment to service and long term vendor relationships. Our experienced staff, robust infrastructure and our customer-specific processes are the key factors that differentiate En Pointe in the marketplace.

5. Reports

5.1 Describe standard reports which can be generated for a State (other than downloadable reports addressed earlier). Provide sample reports.

En Pointe has a variety of purchase activity reports available to participants via the web, electronically (through email), and/or directly from your En Pointe account team. Our reports can track buying at every level and break down spend by division, parent, ship-to location, etc., to give you a clear view of your purchasing patterns.

| Custom Sample Report | | | | | | | | | | | | | |
|--------------------------------------|---------------------------|----------|------------|--------------|------------|----------------|--------------|------------------------|------------------|--|------------|----------|--------------|
| 2015 | | | | | | | | | | | | | |
| Customer Name | Address | City | Zip code | Customer PO | Order Date | Invoice Number | Invoice Date | Vendor | Manufacturer P/N | Product Description | Unit Price | Quantity | Total Price |
| WSCA-HI Office of Council Services | 200 S High St Room #703 | Waikuku | 96793 | 15-959 | 6/23/2015 | 92942418 | 7/1/2015 | KEMP Technologies Inc. | EB-2200 | 1YR 10X5 BASIC SUP EXT OR RNWL FOR LM-22 | \$646.64 | 2 | \$1,293.28 |
| WSCA-HI-DEPT OF EDUCATION | 601 KAMOKILA BLVD STE 409 | KAPOLEI | 96707 | Q47082-2322 | 6/25/2015 | 92942407 | 7/1/2015 | Microsoft | 021-10112 | Office Standard Media | \$20.15 | 1 | \$20.15 |
| WSCA-HI-DEPT OF TRANSPORTATION | 79 South Nimitz Highway | Honolulu | 96813 | 60727173 | 6/25/2015 | 92942421 | 7/1/2015 | Microsoft | P73-06344 | Windows Server Standard 2012R2 Media | \$20.15 | 1 | \$20.15 |
| WSCA-HI-DEPT OF EDUCATION | 601 KAMOKILA BLVD STE 409 | KAPOLEI | 96707 | Y45927 - 384 | 6/30/2015 | 92942405 | 7/1/2015 | Microsoft | 3YF-00294 | Office Mac/LIC | \$41.28 | 5 | \$206.40 |
| WSCA-HI-DEPT OF EDUCATION | 601 KAMOKILA BLVD STE 409 | KAPOLEI | 96707 | Y45927 - 384 | 6/30/2015 | 92942405 | 7/1/2015 | Microsoft | 021-10282 | Office/LIC | \$41.28 | 2 | \$82.56 |
| WSCA-HI-Dept.Business,Econo.Dev.&Tou | PO Box 2359 | Honolulu | 96804-2359 | 00014780 | 6/30/2015 | 92942426 | 7/1/2015 | Microsoft | P73-06309 | Windows Server/LIC | \$570.00 | 13 | \$7,410.00 |
| WSCA-HI Fire Department | 636 S St | Honolulu | 96813 | D-HFD-15028 | 6/30/2015 | 92942416 | 7/1/2015 | Microsoft | 79P-04712 | OFFICE PROFESSIONAL PLUS/LIC | \$328.20 | 43 | \$14,112.60 |
| WSCA-HI Fire Department | 636 S St | Honolulu | 96813 | D-HFD-15028 | 6/30/2015 | 92942416 | 7/1/2015 | Microsoft | D86-05323 | Visio Standard/LIC | \$161.04 | 27 | \$4,348.08 |
| WSCA-HI-DEPT OF EDUCATION | 601 KAMOKILA BLVD STE 409 | KAPOLEI | 96707 | S38858-94D | 6/30/2015 | 92942406 | 7/1/2015 | Microsoft | 3YF-00294 | Office Mac/LIC | \$41.28 | 1 | \$41.28 |
| WSCA-HI-DEPT OF EDUCATION | 601 KAMOKILA BLVD STE 409 | KAPOLEI | 96707 | S38858-94D | 6/30/2015 | 92942406 | 7/1/2015 | Microsoft | 79P-04691 | OFFICE PROFESSIONAL PLUS/LIC | \$51.00 | 10 | \$510.00 |
| WSCA-HI CITY AND COUNTY OF HONOLULU | 650 SO KING ST 4TH FLOOR | HONOLULU | 96813 | O-DT-150234 | 6/30/2015 | 92942404 | 7/1/2015 | Microsoft | 79P-04712 | OFFICE PROFESSIONAL PLUS/LIC | \$328.20 | 38 | \$12,471.60 |
| WSCA-HI Fire Department | 636 S St | Honolulu | 96813 | 25202133 | 7/1/2015 | 92942417 | 7/1/2015 | Microsoft | 79P-04712 | OFFICE PROFESSIONAL PLUS/LIC | \$328.20 | 5 | \$1,641.00 |
| CITY AND COUNTY OF HONOLULU | 650 SO KING ST 4TH FLOOR | HONOLULU | 96813 | E-ESD-13018 | 3/25/2014 | 92943033 | 7/2/2015 | Kronos Incorporated | YORKFORCE SaaSSU | Kronos SaaS Hosting Subscription | \$2,528.40 | 1 | \$91,022.40 |
| WSCA-HI County of Hawaii | 25 Aupuni Street | Hilo | 96720 | 04338R.023 | 6/24/2014 | 92943031 | 7/2/2015 | Microsoft | 269-05623 | Office Professional/LSA | \$521.52 | 725 | \$378,102.00 |
| WSCA-HI Office of Council Services | 200 S High St Room #703 | Waikuku | 96793 | 15-707 | 6/27/2014 | 92943026 | 7/2/2015 | Microsoft | U7S-00008 | OFFICE 365 PG3 SHRDSVR PERUSER/LSA | \$428.40 | 28 | \$11,995.20 |

Generated Reports

For reporting requirements not covered by our standard or premium reports, En Pointe can generate customized reports to capture any customer-specific data management field in any

format that meets your needs. Our reporting module makes your life easy; 3 - Way PO Matching Report, Detail Report by Customer PO, Detail Report by Ship to location, Invoice Summary, License Contract Summary, Order Confirmation Report, Outstanding Orders by Account, Previous Purchase History Report, Product Totals by Publisher/Manufacturer, Product Totals by Quantity.

Please refer to ATTACHMENT B_Methodology_EnPointe_Reports

5.2 Describe on-line, real time, reporting capabilities using established reports:

Premium Reports

Our reports can be generated with 100 points of data. The following Premium reports are available: License Consumption Report, Maintenance Accumulation Report, Global Report, Total Sales by Month, Purchase Activity Detail Report, Summary Mfg. Total by Dollars, By Manufacture, Product, Product Totals by Description, Units Shipped/Units Returned, Sales Orders Report, Customer Contract Listing, Cost Savings, Return Activity, Publisher Account Guide.

5.2.1 Standard Reports. Provide sample reports.

Standard Reports

Standard Reports are available online via a secure login utilizing En Pointe’s AccessPointe. Report of Outstanding Orders, Purchase History, Detail Report by Publisher, Detail Report by Customer PO#, Raw Data File (all fields captured), Summary Totals by Product Name, Summary Totals by Publishers, Customer-Specific Price List, Snapshot Report – graphical summary of purchase activity data, Purchase Activity Detail Report can be provided as Standard reports.

5.2.2 Reports that can be generated by the LSCA.

Our reporting tool is robust and customizable.

Reports - Standard Reports

Report Type
Detail Report by Customer PO

Report Criteria
Report Product Type
Please select the type of product for the report: All

Date Range
Start Date: 8/24/2009 (Format "MM/DD/YYYY")
End Date: 9/8/2009 (Format "MM/DD/YYYY")
Quick Date Selection: Custom Date

Custom Field Filter
Custom Field: Select Custom Field
Custom Field Value:

Manufacturers/Publishers
All, @Last Software, Inc., 3Com, 3M Corporation, Acer America Corporation, ActivePDF, Inc.

Software Licensing Product Types
All, Applications, Bundle, CD Subscription, Documentation, FPP

Hold down the "Ctrl" button to select multiple items from the above lists.

Product Categories
Hierarchies
Hardware
Software
Services

5.2.3 Reports that can be generated by the Participating State. Provide sample reports.

All states can use our reporting tool.

AccessPointe™
En Pointe Technologies a-Procurement

Data View

Reports - Standard Reports

Report Criteria

- Report Product Type : All
- Report Type : Snapshot Report (new)
- Date Range : From 1/1/2011 to 12/31/2011
- Custom Field :
- Manufacturers/Publishers : All
- Software Licensing Product Types : All
- Product Categories : All

Report Detail

Global Stats

| Total Spending Stats | Amount |
|----------------------|-------------|
| Total Amount Spent | \$1,866,257 |
| Total Returns | \$0 |
| Percent Returns | \$0 |
| Average Order Amount | \$5,581 |
| Total Unique Brands | 545 |

Date Range Jan 1, 2011 To Dec 31, 2011

| | Jan 11 | Feb 11 | Mar 11 | Apr 11 | May 11 | Jun 11 | Jul 11 | Aug 11 | Sep 11 | Oct 11 | Nov 11 | Dec 11 |
|------------------------|----------|----------|----------|----------|----------|----------|---------|----------|-----------|---------|-----------|---------|
| Spending/Month | \$10,695 | \$11,520 | \$11,774 | \$10,585 | \$21,195 | \$54,054 | \$9,416 | \$31,465 | \$293,920 | \$6,547 | \$915,359 | \$9,727 |
| Number Of MFR/Month | 6 | 13 | 13 | 10 | 14 | 7 | 6 | 12 | 14 | 7 | 7 | 9 |
| Number Of Orders/Month | 18 | 26 | 22 | 25 | 19 | 12 | 12 | 22 | 27 | 17 | 13 | 18 |

Date Range Jan 1, 2010 To Dec 31, 2010

| | Jan 10 | Feb 10 | Mar 10 | Apr 10 | May 10 | Jun 10 | Jul 10 | Aug 10 | Sep 10 | Oct 10 | Nov 10 | Dec 10 |
|------------------------|--------|--------|--------|--------|---------|----------|----------|---------|---------|----------|----------|-----------|
| Spending/Month | \$0 | \$0 | \$0 | \$0 | \$7,161 | \$10,967 | \$36,439 | \$5,655 | \$3,975 | \$10,916 | \$81,469 | \$155,064 |
| Number Of MFR/Month | 0 | 0 | 0 | 0 | 10 | 5 | 4 | 7 | 7 | 10 | 6 | 6 |
| Number Of Orders/Month | 0 | 0 | 0 | 0 | 18 | 7 | 6 | 11 | 11 | 16 | 13 | 13 |

Back | Email Report | Print | Schedule Report

Save As: HTML | Report Name: | Save In My Reports | Save

5.2.4 Reports that can be generated by the User agency. Provide sample reports.

All user agencies can use our reporting tool.

Reports - Standard Reports

Report Type

Select Report Type :

- 3-Way PO Matching Report
- 3-Way PO Matching Report
- Detail Report by Customer PO
- Detail Report by Ship To Location
- Invoice Summary
- License Contract Summary
- Outstanding Orders by Account**
- Previous Purchase History
- Product Totals by Publisher/Manufacturer
- Product Totals by Quantity
- Purchase Activity Detail Report
- Purchase Summary by Billing Location
- Purchases by Contract
- Quote Summary Report
- Raw Data File
- Requisition Summary Report
- Snapshot
- Summary by Publisher/Manufacturer Name
- Top Publisher/Manufacturer Summary
- Total Sales by Year and Month

5.3 Custom Reports” as an optional service to Participating States, should State determine to utilize this service? (See Section 3: Scope of Work, 3.7.3 Custom Reports)

Yes, En Pointe has a system of reporting that is available online 24/7. Each participant will be capable of defining their reports that they need. Reports are a value add service provided by En Pointe.

6. Describe Company works with State and publisher to maximize the State’s value:

6.1 Working with a State and a publisher to assist the State in managing their volume or enterprise license agreements.

En Pointe provides simplified license management with a single agreement, predictable software costs, and spread payments. Software Assurance is included. Volume licensing of software makes it easier and more affordable to run software on multiple computers and devices within your organization. By acquiring software licenses through En Pointe and publisher’s volume licensing programs, you receive customized purchasing options and improved software management. A comprehensive maintenance offering ensures the most protection for your software investment through the benefits of Software Assurance. This offering combines the latest software plus phone support, partner services, training, and IT tools.

En Pointe will work with publishers to tailor its programs to meet the needs of NVPP Areas for consideration:

- The size and type of your organization (government entity or educational institution)
- The products you want to use and license now and within next 3 years
- The way in which you want to use those products and the various user types

Other considerations for example include: states, public schools and cities that have specific annual funding that is tied to a budget cycle. Enterprise Agreements should begin and renew within the budget cycle to prevent issues with on time renewals and anniversary true ups.

6.2 Working with a State and publisher to maximize...total sales volume from a State and its cooperative partners to ensure best value to all State’s.

En Pointe can manage your pricing using a variety of methods such as; Competitive Bid Orchestration: With line of site on over 3000 customers, En Pointe can assist participants with the orchestration of competitive bids to ensure better than fair market values. Special Bid Management: Through the utilization of manufacturer special bid and registration processes. Deal Registration, Competitive Price Audits and Asset Tracking per Volume Commitments which enables participants to run accurate purchase history reports utilizing AccessPointe. We also have Price Drop Notifications, by utilizing AccessPointe, En Pointe can setup price drop notifications on all of participant’s standards.

6.3 Working with a publisher to maximize the leverage created by the total sales volume overall resulting from this contract.

En Pointe merger with PCM makes our buying power even stronger to negotiate with publishers to maximize sales discounts for volume purchases. We are actively working toward this goal to bring more value to NASPO Value Point at the moment. En Pointe always negotiates better pricing for their customer on an ongoing basis through our understanding of all offers and pricing programs.

6.4 Working with State and publisher to obtain the best quote on a high volume purchase.

En Pointe as a PCM company enjoys the deepest discounts offered by publishers. It is our standard practice for our exemplary customer service to ask for even additional discount on large purchases and pass those discounts to our customers. It's imperative that participants don't buy too few licenses and miss volume discounts or too many and end up with shelfware – software that sits unused. We recommend you negotiate as an enterprise rather than by department. We look for reallocation possibilities.

6.5 Company uses historical purchase information to provide targeted assistance to State.

En Pointe is an incumbent NASPO Value Point VAR and already has historical procurement data from States. En Pointe can benefit you in many ways, maintaining the historical purchases and carefully managing this data, this includes; better forecast your annual software budget and manage costs, gain greater control over your product upgrade cycle, effectively plan for new software deployments, and ensure good corporate governance.

6.6. How maintenance support is to be made available.

Most publishers offer maintenance and support for their products in a sku-based format. En Pointe is as an authorized resellers for these skus. If a current publisher offers maintenance we will include this information during the quote so that participants can decided whether they wish to procure the maintenance during the quoting process.

6.7 Describe how training regarding the installation of products and use of products will be made available and how to obtain best value from it.

As we mentioned En Pointe has many certified service professionals who are fully authorized to install, upgrade, repair and train on all major publisher and we have many free options from our AE's and Webinar group. .

- **On-Site Training** - One to one training can be arranged as well as classroom environment training.
- **Off-Site Training**- En Pointe is certified by all major software titles. We can offer off-site training in any software capacity.
- **Webinar Training**: En Pointe has a full team of training personnel who run webinars hosted by top software publishers. We currently provide this training to all NASPO Value Point Customers.

Depending on the scope of the training, En Pointe provides most basic training to get our customer up and running with our partners and for more in-depth need we have a variety of options from professional sku's from publishers to outside training vendors.

7. A significant aspect of this service is to be Value-Added Services.

7.1 Describe complexities related to enterprise license agreements (e.g. Microsoft EA, Adobe CLP, etc.). How you assist customers (first time customers) through this process and knowledgeable about the agreements once they are complete?

At En Pointe the process begins with an initial planning session or "On Boarding" meeting, where participants and other IT stakeholders will be introduced to the dedicated En Pointe team and receives an overview of our product and services. With your En Pointe Account Executive and the entire virtual team involved, we'll discuss how En Pointe can best assist you in managing and administering your project. We'll also explore your objectives, goals and timelines for deploying the technologies in which you've invested. By establishing this long term, proactive relationship, we'll be better able to assist you throughout the term of the contract and the lifecycle of the products included in it.

More specifically, we know that managing software licensing contracts is complex. Tracking what you have purchased, what you own, and what you are using can be an overwhelming task. Our software specialists help you understand what your stakeholders are licensed for and what you are entitled to. We explain Licensing in the simple terms. We proactively work with you to deploy your purchases and make you aware of the ever changing licensing agreements that may provide you hard dollars savings.

Pre-Contract

- Review of existing software platform, buying trends and comprehensive cost analysis
- Technology planning, roadmap sessions, long-term budget planning and forecasting
- Contract interpretation and simplification
- Proposal of quantifiable software and satisfaction assurance
- SAM assist to lay the foundation for best practices

In-Contract (Training/Management)

- Facilitate Software Assurance Benefit activation
- Site training and benefit administration
- Provide customized departmental trainings
- Manage subscriptions: Add all new users and subscription benefits
- Manage subscriptions: Add all new users, assign appropriate subscriptions/benefits, transfer/modify current subscriptions, send monthly user report

In-Contract (Processes)

- Set-up AccessPointe and implement EA tracking system
- Plan for deployments/migrations
- Provide License harvesting and audit consulting
- Track to SAM processes for yearly True-up
- Schedule subscription based/ad-hoc reporting
- Monthly Newsletter

Post-contract

We provide highest level of customer satisfaction and account coverage. En Pointe achieves this by assigning a single point of contact, (SPOC) that acts as a Relationship Manager for the overall contract, including internal team management and escalation. An experienced team of Software Account Specialists will be leveraged for this contract. En Pointe will also provide a full support team that will be knowledgeable around all areas of the engagement between our two organizations.

- Education Account Managers
- An Inside Sales Team to support each region
- A Dedicated Educational Support line
- Customer Support Team for order status and pre/post sales
- Software License Specialist assigned to support the account team

There will always be a live person to take the calls from 8:00 am to 8:00 pm EST available on this 1-800 number ready to support any caller. Email and telephone queries and request for quotes will be responded within four hours in addition to real-time quote-formulation, order-placing and order tracking capabilities available around the clock through En Pointe's e-Procurement solution.

- Enterprise Agreement /software assurance ROI summary
- SLA scorecard breakdown and vendor performance overview
- Technology initiatives and roadmap analysis
- Asset management support and assistance with license transfers
- Proactive contract re-negotiations with software vendor

We also initiate planning session or "On Boarding" meeting, where participants and other IT stakeholders will be introduced to the dedicated En Pointe team and receives an overview of our product and services. With your En Pointe Account Executive and the entire virtual team involved, we'll discuss how En Pointe can best assist you in managing and administering your project. We'll also explore your objectives, goals and timelines for deploying the technologies in which you've invested. By establishing this long term, proactive relationship, we'll be better able to assist you throughout the term of the contract and the lifecycle of the products included in it. Strategy discussion sessions help develop an understanding of your technology roadmap and allow En Pointe to keep you informed of offerings and promotions targeted to your specific needs. In many cases, we can assist in negotiations with manufacturers and publishers for project-related purchases.

7.2 Describe how you handles transitioning customers from an account manager with whom they have built a relationship to an account manager who is new to them?

En Pointe Vice President of Government Sales, Aaron Rosenberg and our Director of Government Sales Imran Yunus have decades of experience in Public Sector Sales and between the two of them they have created a team of highly effective Account Executives. Imran has been working for En Pointe for over 20 years and the team he has built mostly have decades of experience as Account Managers. All of our AEs have an incredible amount of experience in SLED contracting. These AEs are backed up by just as qualified Inside Sales Teams who cover individual territories. Account Executives manage contracts, and are directly supported by these ISRs. This team helps train new hires while supporting those fellow employees who are out on vacation, or are taking sick leave, or are promoted. In those rare times when an AE retires or resigns this support team is fully capable of stepping in and making sure participants feel little to no impact of the change while a new experience Account Manager is brought in to build on the existing relationship with participants.

7.2.1 How do you ensure that all of the customers' needs are met?

We ensure that customers' needs are met by being proactive in our outreach to NVPPs, engaging with them, learning their needs and providing agnostic advice that helps them make the correct choices. Your account executive will work hand in hand with participants to be sure that their business has had a full assessments of their licensing portfolio. We make sure they are in complete compliance with our Compliance Reviews. We teach them the importance of Contract Management and then we oversea each and every implementation to make sure it's

going smoothly. We then make sure that participants have complete Lifecycle Support and show them the importance of Software Subscription Management particularly when it comes to the new models of licensing such as SaaS, (Adobe Creative Cloud, Office 365) and of course we make sure that they are reporting and tracking those licenses so that they are getting the utmost value from their investments.

7.2.2 ensure new account manager is given the resources necessary to be successful

En Pointe Account Executives have a wealth of resources at their disposal to help support participants. They have:

- Upper Management
 - Direct reports for each region.
 - A director of government sales
 - Vice President of Government Sales
 - VPs of Marketing, Sales, Operations, CFOs, CIOs and many more.
 - President of En Pointe – Michael Rapp who guides our Account Executives.
- Fellow Account Executives
 - State leaders who service similar accounts
 - Professional Services Representatives who are subject matter experts in technologies we offer.
- Inside Sales Teams
 - Inside Sales Representatives who support their efforts.
 - Licensing teams
- Brand Managers
 - All major brands including Microsoft, Cisco, Citrix, Adobe, etc.
- Operations Teams
- Financing
- Marketing Teams
 - Events Teams
 - Web Teams
 - Email Marketing
 - Social Networking
 - Digital Signage
 - CRM
 - Diversity Team
 - Campaign Teams
 - Webinar Teams

We hold classes and training weekly and each year we have a National Sale Meeting where our sales force spends an entire week learning all the latest technology and offerings from OEMs and publishers. It is then expected that this knowledge will be used to give our customers up to moment updates on all our partners' offerings.

7.3 Describe training available for contract and best value from it, other than on-line tutorials.

When En Pointe was awarded the current Value Point software VAR contract, many of the participant state IT departments had several questions regarding the use of the contract. En Pointe held onsite trainings, as well as conference calls to describe the contract in detail and how

it can be used. These trainings included the value that this contract brings to participants and how procurements are made easier under this contract. We will continue this practice with new participants as needed.

7.4 Explain Value-Added services your Company will make available whether they are to be provided at no cost. If there are costs, identify these costs on the Pricing Sheet.

En Pointe's Infrastructure Optimization Assessments, can help you develop an actionable roadmap for optimizing your IT infrastructure and platform, or help you identify projects that can lead to immediate cost savings. This assessment will provide:

- A customized IT roadmap delivering more pages of personalized technical analysis for your organizations unique needs, structure and future.
- A cost savings analysis providing a personalized overview of your IT infrastructure and platform to identify opportunities for your organization. This will also stack rank your IT maturity against your competitors and organizations of like-size.
- Once the Assessment is completed you may qualify for free services to conduct a proof of concept on Virtualization, Windows/Office migrations, System Management, LYNC and Exchange implementations to name a few.
- Installation Consulting

As an En Pointe customer, NVP participants will have access to additional benefits, events and resources. Additionally, we send out newsletters, tip sheets, and hold IT Expos on featured products to complement the free events we host. Recently we gave a presentation on Microsoft Azure to a packed house of IT professionals.

8. Explain how your Company will:

8.1 Retain publisher certification levels and improve on them.

En Pointe is constantly working on certification levels from a company perspective, account executive level and engineering levels. We have reached the top of many certification levels which is shown by our gold, platinum, and LSP levels with major publishers. These did not come easy we had to work hard and build business units to achieve many of our levels and now that we've partnered with PCM both teams have seen their levels increase and we will be vigilant in attaining even higher levels in the future so we can give NVPPs even better coverage.

8.2 Work to reduce costs to obtain publisher products?

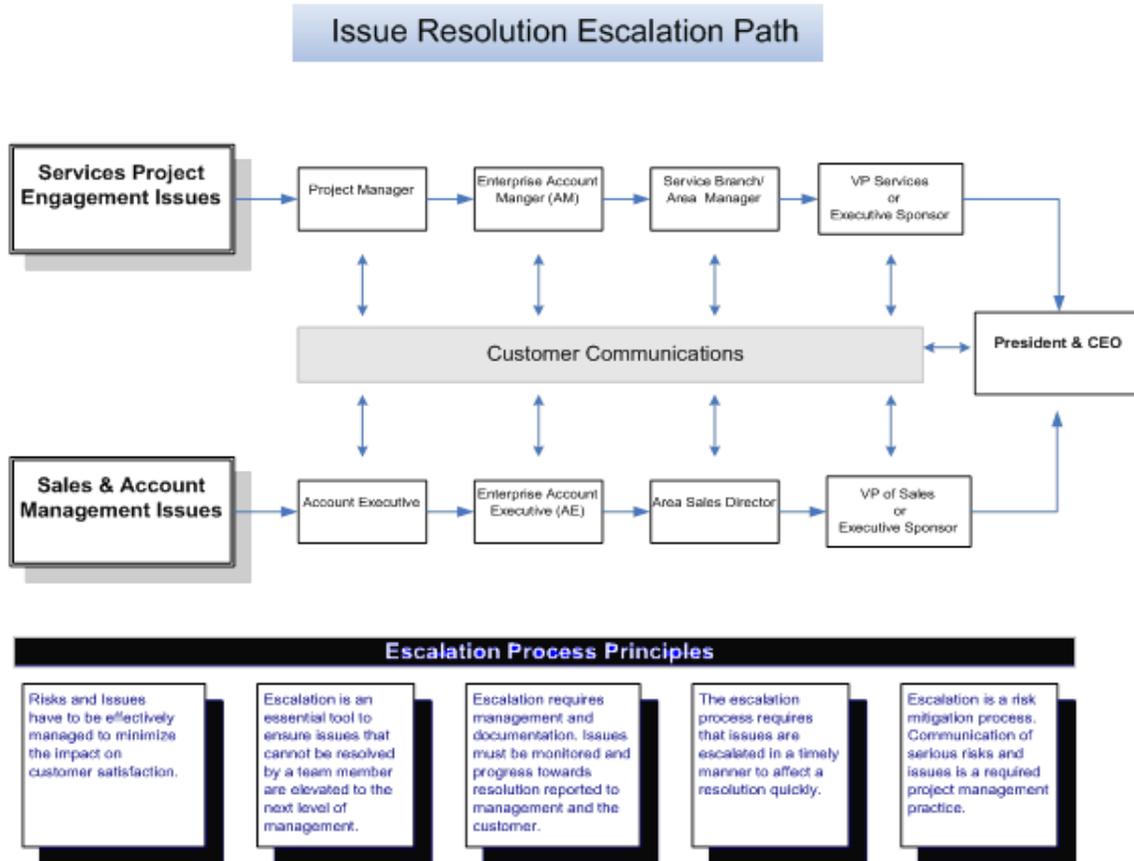
One of the benefits of our merger with PCM was to achieve additional certifications and to grow to a size that would mean our voice was heard by large manufacturers. This has worked so far. We also see sizable cost savings in the future as companies migrate to a cloud based procurement cycle.

8.3 How does your Company respond to customer complaints and service issues?

The En Pointe Account Executive along with your Project Manager are the main point of contact for all aspects of this relationship. The AE's role as the lead sales executive is maintenance of the relationship throughout this engagement. There will also be day-to-day project management and service management personnel who are responsible for specific service deliverables. En Pointe also involves our senior management to ensure that you have direct contact with the decision makers of our company.

En Pointe keeps our top management close to our clients. We believe in allowing our resources in the field to make as many decisions as possible for the well-being of our customer base. We also believe that it is important that when customers need issues escalated, the escalation path provides a timely resolution to their issue by involving executive management as quickly as possible.

8.4 What is your Company's escalation process?



9. Problem Resolution

9.1 Scenario 1: Describe at least one recent situation where your Company made a major error that resulted in dire consequences for a customer. Detail the error and what changes your Company has made to avoid repeating the error in the future. In this situation, the problem is not solved in time to take care of the customer, and the customer is likely lost.

When we first began to service WSCA we had difficulty with the New Mexico COCP situation. The state of NM signed the PA with En Pointe not fully understanding the impacts of the Microsoft COCP process and how it would impact their educational institutions. In order to change reseller's an entity must sign called a Change of Chanel Partner Form. Microsoft mandates a specific waiting period for Change of Channel Partner form requests. This allows the current reseller to close out all existing invoices. The COCP and the PA was signed by the State of NM at the same time. The contract with their current LAR had already expired and En Pointe legally was unable to transact Microsoft Education orders due to the mandated waiting period. Microsoft, nor the past reseller were willing to amend the COCP contract terms for the State of NM. Therefore, all state educational institutions were unable to procure software for their upcoming school year. They were required to come up with additional methods of procuring during the

mandatory waiting period from Microsoft. On all PA's both education and SLG it is a requirement to disclose in writing, the mandatory waiting period to all parties to ensure there is always a contract in place for procurement up until the time the COCP becomes active with the new reseller. The New Mexico school systems got caught up in the middle of a "dark" ordering period which prevented them from ordering MSFT products on time for the start of school. This was a small disaster for them. The Account Executive was replaced by one of our more experienced representatives, Michelle Day-Wirth. We realized we need an education specialist who would have realized this problem with initiating the CoCP. Ms Day-Wirth proactively solved the issue but we lost licensing business. This rule by Microsoft has subsequently been changed to the relief of many LSPs as we were not the only LAR that was affected by this situation.

9.2 Scenario 2: Describe at least one recent situation where your Company made a major error that had potential dire consequences for a customer. Detail the error and what was done to correct the situation. To what lengths did your Company go to take care of the customer? What changes (if any) did your Company make to avoid repeating the error in the future? In this situation, the problem is solved in time to take care of the customer, and the customer is likely not lost.

En Pointe has had challenge getting accurate and timely quotes NM State Records and Center Archives for their Records Management System which was provided by a large software publisher. Our customer was very frustrated we risked that they might have a lapse in support. En Pointe understood that this is an important solution for this customer. They had invested a lot of time and money into this solution and they have thousands of valuable documents stored in the software. Our Account Executive proactively led multiple conference calls with OEMs, Software Publishers, and our distributor to find a solution. We reached out to the customer's CIO to give us a chance to improve our customer service and provided him a plan as to how we would accomplish this. Since then we proactively work with the manufacturer, publisher and the customer for their renewals anticipating the challenges. We communicate often and we saved our relationship with the CIO. We have had very positive reports from the CIO this year and last since after this situation. Here's the CIO's comment, *"...Dear, Michelle, Thanks for checking in on me things are going much smoother since you got involved. It is now a pleasant experience dealing with En Pointe as you know I was not happy in previous dealings. I appreciate you following up on my requests. Please feel free to share this e-mail with your supervisor as you have really turned things around for the New Mexico division redacted."*

10. Product Return Process: Describe the proposed product return process:

10.1 Scenario 1: Product was ordered. The order was filled and shipped correctly. After the order was accepted, AP ordered wrong product and wants returns.

If a customer orders the wrong product for any reason, the return of such product may be possible if:

- The customer follows the RMA procedure and time lines outlined below; and
 - The vendor or manufacturer approves the return under their applicable return policies.
1. Customer must contact En Pointe within seven (7) calendar days of receipt of product. En Pointe's Customer Service Center will provide the customer with a case number.

Contact information:

- **PHONE CONTACT:** call your local salesperson.
- **WRITTEN CONTACT:**
 - En Pointe Customer Service Center
 - Mon. through Fri., 8 AM to 5 PM Pacific Std. Time

- RMARequests@enpointe.com
- 2. When contacting En Pointe, the customer should be prepared to provide:
 - a. Customer name, contact name, voice and fax number, e-mail address.
 - b. Customer Purchase Order (PO) number
 - c. Reason for return using categories which En Pointe Customer Service will provide to you.
 - d. Part number, description, quantity
 - e. Condition of original packaging
- 3. En Pointe seeks approval of return from vendor and/or manufacturer and notifies customer. If the return is approved, En Pointe will provide the customer a Return Material Authorization (RMA) number, along with instructions by fax or e-mail for proper shipment of return product. RMA numbers are valid for seven (7) calendar days from date of issuance. If the return is not approved, then En Pointe cannot accept the return and the customer keeps the product.
- 4. Customer must ship return product per provided instructions within 24 hours of receiving an RMA number from En Pointe. Unless customer is otherwise authorized in writing by En Pointe, purchase must be returned in its original box and packaging, and with all warranty cards, software, manuals and accessories. Any variance from these conditions could result in delay or forfeiture of a credit or exchange. En Pointe generally pays for shipping of eligible returns other than returns due to customer error. For customer error returns, customer pays for shipping and insurance in “as new” condition.
- 5. Vendor and/or manufacturer determine partial, full or no credit for return. En Pointe refunds customer as appropriate upon receipt of vendor credit.

Example: Following our internal procedures as follows:

The State of Utah ordered Microsoft Office Standard Edition when the end user needed Microsoft Office Professional Edition. En Pointe facilitated the return of the standard edition and processed the correct order so that the end user was able to get the preferred software.

10.2 Scenario 2: Product was ordered. After the order was accepted, AP discovered the product delivered did not match the product that was ordered. AP would like to return the product.

When it was determined that a vendor had shipped the wrong product to our very good customer En Pointe stepped in and made sure that our customer obtained credit for the product and then the correct product was reissued.

11. SVAR Performance - Describe the process to be used to track and document the SVAR's performance, to include “Cost Savings” achieved, under this Contract. See Section 3: SOW, Items 3.5.3 and 3.5.4.

How En Pointe negotiates and reports on cost saving for our clients.

- Understanding customers' IT infrastructure requirements today and six years from now
- Track all licenses through our license management software system.
- Ability to transfer that information into cost-saving licensing scenarios
- Quarterly Business Reviews helps us better understand customer requirements as projects change based on market needs
- Having historical information enables us to provide cost-effective ways to acquire the newest products when projects come to fruition

- Offering negotiation tips on “how to” based on our experience with similar and larger size customers
- Below is an example of an analysis summary sheet where we have gathered data on a customer’s spend, types of spend, and any nuances of their spend: and saved a customer almost \$3,000,000 for a Microsoft Renewal.

| MICROSOFT RENEWAL - SAVINGS SUMMARY - \$2.7MM | | | | |
|---|--------------------------------------|-------------------------|--|---|
| Date | | | | |
| Opening year - Closing Year - ORIGINAL BASELINE - EA | (Microsoft LAR: XYZ) | | Purchase Period | Comments: |
| (Normal EA Contract) | Year 1 | 3 Year | | (Data Source: ePro Financials & Pipeline Data) |
| Original CPS Baseline | \$ 4,014,963.73 | \$ 12,044,891.19 | YEAR X | * YEAR X PO's |
| Additional Products | | \$ 75,308.76 | YEAR Y | * YEAR Y PO's |
| Supplemental CPS | | \$ 256,388.82 | YEAR Y | * YEAR Y PO's - SharePoint Enterprise CALs |
| Supplemental CPS | | \$ 895,389.60 | YEAR Y | * YEAR Y PO's - System Center DPM & Mgt. Suite |
| True-up - YEAR Y | | \$ 126,382.00 | YEAR Y | * YEAR Y - Pipeline True-up - Add'l Product Licenses |
| Additional Products | | \$ 2,177.88 | YEAR Y | * YEAR Y PO's - Add'l Product Licenses |
| True-up - YEAR Z | | \$ 887,924.58 | YEAR Z | * YEAR Z PO's - True-up, incl \$663K for Windows Svr Entr |
| Total Cost | \$ 4,014,963.73 | \$ 14,288,462.83 | | |
| YEAR Z - NORMAL BASELINE RENEWAL & TU: | (Microsoft LAR: XYZ) | | Comments: | |
| (True Baseline - Assuming Normal EA Renewal): | Year 1 | 3 Year | | |
| EA SA Renewal - Prior to True-up & True-down | \$ 4,632,613.68 | \$ 13,897,841.04 | * Re-aligned the Pipeline qty's & costs to reflect qty's owned prior to true-up and true-down adjustments. Showed the true-up adjustment separately. | |
| Australia Renewal & Add'l License & SA | \$ 108,512.24 | \$ 325,536.72 | | |
| Additional License & SA For MACs - Select | \$ 37,460.00 | \$ 112,380.00 | * Increased the quantities back to the original quantities owned for the items that were reduced for Pipeline as a result of the ECI enrollment. | |
| Total EA Renewal | \$ 4,778,585.92 | \$ 14,335,757.76 | * Re-sized the costs to reflect the true 2011 baseline - assuming a normal SA renewal. | |
| EA True-up | \$ 388,615.50 | \$ 388,615.50 | | |
| Total Renewal + True-up Cost | \$ 5,167,201.42 | \$ 14,724,373.26 | | |
| YEAR Z - ADJUSTED BASELINE RENEWAL & TU: | (New Microsoft LAR: EnPointe) | | Negotiated New Contract Rights: | |
| (After Negotiations & EA Reconfiguration): | Year 1 | 3 Year | True-Down Rights: | |
| EA - SA Renewal | \$ 2,727,601.03 | \$ 8,182,803.09 | * Right to true-down Enterprise Products if desktops/users decrease by more than 10%. | |
| Australia Renewal & Add'l License & SA - EA | Included | Included | * True-down adjustment up to a max. of 25% of total qualified desktops and/or users. | |
| Additional Licenses & SA For MACs - Select ** | \$ 37,460.00 | \$ 112,380.00 | | |
| ECI New Enrollment - EA | \$ 328,808.72 | \$ 980,426.16 | * True-down prior to first anniversary date (i.e., allowed within first year only). | |
| EAP New Enrollment - EA | \$ 794,964.00 | \$ 2,384,892.00 | Premier Support: | |
| Total EA Renewal | \$ 3,886,833.75 | \$ 11,660,501.25 | * Right to utilize Premier Support at no add'l charge if support is needed for non-enterprise products where SA was not renewed. | |
| EA True-up | \$ 388,615.50 | \$ 388,615.50 | | |
| Total Renewal + True-up Cost | \$ 4,275,449.25 | \$ 12,049,116.75 | | |
| Total Savings (\$) - Normal vs. Adjusted : | \$ 891,752.17 | \$ 2,675,256.51 | Cost Savings Basis - (19% Total Savings): | |
| ECI Enrollment - (Integrates Windows Server Opr Ctr, Sys Ctr Srvr Mgt & Forefront Security): | | | | |
| * Also stepped up Windows Enterprise to Data Center Suite. Provides unlimited virtualized instances, lowers EA costs vs. individual purchases, need only count processors in datacenter, provides 100% SA coverage, & TU costs are lower. | | | | |
| Key Highlights: | | | | |
| * Excess licenses in place as a result of server consolidation & previous method of counting licenses (4:1) to ensure compliance for backup. | | | Additional Discount off Level D Pricing: | |
| * Previous LAR missed an opportunity during YEAR Z true-up to enroll us in the ECI licensing program to help reduce the cost of the EA, and take advantage of per processor licensing and unlimited virtualized instances. | | | * Negotiated X% discount off CPS pricing from YEAR X. Negotiated away Microsoft price increase that was due to bill for the EA for the YEAR Z renewal. | |
| * We could have avoided \$200K during YEAR Z true-up had ECI been executed. | | | * Negotiated to hold TU pricing for new products flat. Negotiated away increase. | |
| * Previous LAR, delivered little value-add. We awarded new LAR to EnPointe. EnPointe is a Microsoft software solutions providers, advisor, and licensing experts, who has demonstrated their ability to deliver cost-effective ideals and solutions, while providing oversight to prevent over-licensing by MS. | | | EAP Enrollment - (Migrated SA for SQL Server, SharePoint Server, & Visual Studio): | |
| EnPointe also provider of across software technologies. Can leverage to reduce costs. | | | * Lowers costs to true-up each year vs. normal renewal. 40% Savings on new licenses. | |
| | | | * \$250K per year unlimited problem resolution support. | |
| | | | Free Consulting Dollars: | |
| | | | * Negotiated \$X in free consulting dollars with Microsoft. | |

*For some Publishers we are including PCM LOAs. As Being a wholly owned subsidiary of PCM, Inc these LOAs are valid for En Pointe Technologies Sales LLC.

** For a few smaller publishers we are in process of obtaining Letter of Authorization and will share with States as soon as we obtain them.



Adobe Systems, Incorporated
345 Park Avenue
San Jose, CA 95110-2704
Phone 408 536.6000
Fax 408 537.6000

April 20, 2015

To Whom It May Concern:

EnPointe Technologies Sales LLC is an Adobe Systems Inc. Gold level partner, which allows En Pointe Technologies Sales, LLC to procure Adobe Systems Inc. volume licensing programs to Corporate, Education and Government customers through our authorized distribution partners. Such authorization is effective until March 2, 2016 unless earlier terminated or mutually extended by the parties.

Sincerely,

A handwritten signature in black ink, appearing to read 'Alex Duffus'.

Alex Duffus
Sr Channel Account Manager
Adobe Systems Incorporated



Citrix Partner Authorization Letter

Americas

April 17, 2015

En Pointe Technologies Sales, LLC
18701 S Figueroa St
Gardena, CA 90248-4506
USA

To Whom It May Concern,

This letter is to confirm that En Pointe Technologies Sales, LLC, Org ID 23613100, of Gardena, CA is a Platinum Citrix Solution Advisor and is authorized by Citrix to resell all Citrix Products as well as associated maintenance from March 1, 2015 through February 29, 2016.

Regards,

A handwritten signature in black ink that reads "Donna Buffett". The signature is written in a cursive, flowing style.

Donna Buffett
Director, Americas Inside Channel and Operations
Citrix Systems, Inc.



Microsoft Corporation
3 Park Plaza, Suite 1800
Irvine, CA 92614

Dealer ID#:

April 6, 2015

Re: En Pointe Technologies Sales, LLC, a Microsoft Licensing Solution Provider (LSP), with headquarter at 18701 S. Figueroa Street, Gardena, CA 90248 (Tax ID 47-3335712)

To Whom It May Concern:

This letter is to confirm that prior to December 1, 2009 all the way up to the present, EN POINTE TECHNOLOGIES SALES, LLC has held the following MS authorizations:

- LAR (Large Account Reseller) - allowing EN POINTE to offer the Microsoft Select volume licensing program to end customers in the Commercial and state and local government (SLG) sectors
- ESA (Enterprise Software Advisor) - allowing EN POINTE to service and support Microsoft Enterprise Agreements
- ADR (Authorized Direct Reseller) – allowing EN POINTE to offer Microsoft Open Value Agreements
- AER (Authorized Education Reseller) - allowing EN POINTE to offer Microsoft academic products to education customers
- Gold Competencies including but not limited to Volume Licensing, Cloud Productivity, Software Asset Management, Messaging, Communications and Collaboration and Content

Sincerely,

Michael

Michael Nash

Partner Sales Executive

Microsoft Corporation | 3 Park Plaza, Suite 1800, Irvine, CA 92614

📞 949.608.4014 | 📠 949.433.6366 | ✉️ minash@microsoft.com



December 7, 2015

To Whom It May Concern,

This letter is to verify that the following company is currently a member of the PartnerNet Program and authorized to sell Novell products.

En Pointe Technologies LLC
1940 East Mariposa Ave
El Segundo CA 90245

You may also confirm this information on the Partner Locator at the following URL
<https://www.partneretprogram.com/>.

If you have questions or need additional verification please contact the PartnerNet Help Desk at PartnerNet-Amermicas@novell.com or 800-828-3362.

Regards,

Lona Bullard
PartnerNet Program Specialist
lbullard@novell.com
801.861.2279



En Pointe Technologies Sales, LLC

18701 South Figueroa Street

Gardena, California 90248

Subject: Confirmation of Symantec Partner Program Membership Enrollment

To Whom It May Concern,

This serves to confirm that En Pointe Technologies Sales, LLC is a current member of the Symantec Partner Program (SPP), and has been since 1/29/2002.

En Pointe Technologies Sales, LLC has met the membership requirements of a Symantec Platinum Partner tier partner, is in good standing, and holds the following Symantec Competency memberships, recognizing their demonstrated proficiency in the below solution and delivery areas, and as published on the [Partner Locator](#):

| | |
|---|--|
| Archiving - Expert | Data Security - Principal |
| Endpoint Security - Expert | Dynamic Storage and Continuity - Principal |
| Mid-Market Backup and Recovery - Expert | eDiscovery - Principal |
| Mobility - Expert | Endpoint Management - Principal |
| Security Monitoring and Management - Expert | Enterprise Backup and Recovery - Principal |
| | Gateway Security - Principal |

En Pointe Technologies Sales, LLC has rights to advertise its status as a partner under the SPP, provided that any such rights and obligations are carried out in accordance with, including but not limited to, the SPP Agreement entered into between Symantec Corporation and En Pointe Technologies Sales, LLC, and any additional, applicable policies or guidelines contained on the Symantec PartnerNet Portal.

Confirmation is as of today's date, 4/17/2015.

Thank you,

A handwritten signature in black ink, appearing to read "John Emard".

John Emard

Sr. Director, NAM Channel Operations & Programs

NAM Sales and Marketing Organization

Symantec Corporation



May 1, 2015

To Whom It May Concern:

Please be advised that En Pointe Technologies Sales, LLC is an active and compliant partner in VMware's Reseller Partner Program. En Pointe has been a member in good standing since December 2007.

Please contact me directly if any additional information is required to support En Pointe's response to your RFP.

Regards,

Daniel Brodeur

Senior Director, Corporate Reseller & Distribution Partners
VMware
(630) 215-8529
dbrodeur@vmware.com



November 3, 2010

To whom it may concern:

This is to certify that PC Mall is an authorized Ai Squared Dealer in the United States. As such, they may sell, service and warranty our software products, ZoomText, ZoomText Express and ZoomText Large-Print Keyboard. Our products are made and distributed at our location in Manchester Center, Vermont, USA.

Regards,

Catherine T. Gettel
Ai Squared
Dealer Network Manager
cgettel@aisquared.com
(802) 362-3612 x114



Via Email

November 24, 2015

Imran Yunus
Director SLED Sales
En Pointe Technologies Sales LLC.
Email: iyunus@enpointe.com

This letter confirms that En Pointe Technologies is an authorized reseller of Alliance products and services.

Sincerely,

DocuSigned by:
Lisa Gifford
8FC012A7A24B4B4...

Lisa Gifford
Director, Corporate Strategy



APPLE CONFIDENTIAL

07/09/15

PCM LOGISTICS LLC, PCM SALES INC, PC MALL GOV INC, CLUBMAC INC AND EN POINTE
TECHNOLOGIES SALES LLC
1940 E MARIPOSA AVE
EL SEGUNDO, CA 90245
Contract ID# 2302

Dear Apple Government Reseller,

Please find attached a "Letter of Authorization", as proof of your acceptance and participation in the Apple Government Reseller Program. This letter confirms your association with Apple through the life of your contract and can be used when responding to government bids and other inquiries as needed and for business reasons only. You are welcome to make copies of this form, but please do not alter the form in any way or utilize for mass marketing, such as press releases, e-mails or website postings.

Thank you again for partnering with Apple to provide excellent products and services to our government customers. Should you have questions or comments related to this new marketing enhancement, or the program in general, please contact the Apple Government Reseller Team at gov_reseller@apple.com.

Sincerely,
US Contracts Operations
Apple Inc.

Apple Inc
US Contracts Operations
1 Infinite Loop, MS 318-60PS
Cupertino, CA 95014
contracts@apple.com



705 5th Avenue South
Suite 1100
Seattle, WA 98104

800.872.2829 (Toll-Free)
206.217.7100 (Phone)

www.attachmate.com

April 8, 2015

En Pointe Technologies
C/O Tahreem Rasool
18701 S. Figueroa Street
Gardena, CA 90248-4506

RE: 2015 Authorization Letter for Indirect Reseller

To Whom It May Concern:

Please be advised that for the calendar year 2015, En Pointe is authorized as an indirect reseller to sell the following in the United States through Attachmate's authorized Distributor(s): licenses, maintenance, and "Consultant on Demand" services for Attachmate emulation products.

Best regards,

A handwritten signature in black ink, appearing to read "Mikula" or "Mikulka", written in a cursive style.

Marilyn Mikulka
Attachmate Corporation
North America Channel Manager

**Autodesk, Inc.
United States**

**111 McInnis Parkway
San Rafael CA 94903
www.autodesk.com
info@autodesk.com
PHONE 415 507 5000
FAX 415 520 2131**

December 7, 2015

En Pointe Technologies Sales, LLC
Attn: Mr. Herbert Goss
1940 East Mariposa Avenue
El Segundo, CA 90245

Dear Mr. Goss:

Thank you for your inquiry in regard to the request for issuance of a standard authorization letter. We are glad to take this opportunity to provide you with this letter outlining the following information: En Pointe Technologies Sales, LLC has current Volume Channel Partner Agreements with Autodesk, Inc. as a Level 2 DMR and is a bronze partner for the United States, effective Feb 1, 2015. Additional information can be found in your Program Guide for FY16.

The products that En Pointe Technologies Sales, LLC is authorized to sell are on the VCP price list located in Autodesk's Partner Center which En Pointe's Autodesk specialist has access to. Any changes to the price list will be communicated and made available in Partner Center and Autodesk Channel News.

Should you have any questions about this letter, please do not hesitate to contact Susan Altenbach, Partner Manager at Autodesk, at Susan.Altенbach@Autodesk.com.

Thank you for your support in selling Autodesk products and services.

Sincerely,

Kirk Givens
Senior Manager, Channel Sales
Autodesk, Inc.

Hewlett-Packard Company
3000 Hanover St
Palo Alto, CA 94304
USA



hp.com

May 11, 2015

En Pointe Technologies Sales LLC
18701 S Figueroa St
Gardena, CA, 90248-4506

To whom it may concern:

En Pointe Technologies Sales LLC is an HP Authorized Partner in the US, which includes access to all commercial products – not requiring additional authorization and includes all Open products from an authorized HP US Commercial Distributor, for resale to end user customers in the USA.

En Pointe Technologies Sales LLC holds the following additional authorizations:

HP Enterprise Storage [PLs: 3Z, 4F, LJ, LK, and LM]
HP Business Critical Servers [PLs: 1X, 23, TQ, and TR]
HP Enterprise Networking [I6]
HP Enterprise Storage XP PL: LN
Superdome [PL 1X/1.2]
HP Qualified Software [PLs: 1W, 33, 4Y, 6F, 87, 9N, 9Q, CM, D9, FC, FM, TE, TF, U3, VE]
HP Autonomy Data Protector [PL LH]
HP Autonomy eDiscovery & Info Archiving [PL B5]
HP Autonomy Enterprise Content Mgmt [PL D0]
Fortify
Tipping Point
Qualified Supplies Partner Program

En Pointe Technologies Sales LLC has been an HP ServiceOne Enterprise Group (EG) and Printing & Personal Systems (PPS) Delivery Partner since 7/15/2003

HP ServiceOne EG and PPS Delivery Partners are authorized to deliver warranty and HP Care Pack Services on HP Personal Systems (such as HP Business PCs or HP Commercial Notebooks), HP Imaging & Printing products (such as HP LaserJet shared printers or HP DesignJet large format printing), Industry Standard Servers, HP Storage and Networking products, provided that the technicians performing the Services hold the appropriate service and/or solution qualifications.

HP Point of Contacts for Partner Authorization verification are listed below:
Adriana Mejias : HPCContractsComplianceSupport@hp.com / 1-888-629-6914
Jason Holgreen: HPCContractsComplianceSupport@hp.com / 1-888-629-6914

Customers can also locate or confirm partners through the HP Partner Locator at <http://www8.hp.com/us/en/storefinder/index.do>

Sincerely,

A handwritten signature in black ink, appearing to read 'Adriana Mejias', written over a solid horizontal line.

Adriana Mejias,
Hewlett-Packard Company
Americas Partner Contracts and Compliance



April 6, 2015

En Pointe Technologies Sales, LLC
18701 S. Figueroa Street
Gardena, CA 90248-4506
Dealer ID# 595711897

Re: En Pointe Technologies Sales, LLC: Dell Authorized Reseller and
Certified Premier Partner

This letter is to confirm that En Pointe Technologies Sales, LLC is a Dell
Authorized Reseller and Premier Certified Partner and is authorized to resell
Dell products and services to Dell public sector and end user customers
throughout the U.S. En Pointe Technologies Sales, LLC is in "good standing"
within the Dell PartnerDirect program.

Warm regards,

A handwritten signature in black ink, appearing to read "Jeffrey Flowers".

Jeffrey Flowers
Channel Account Director
Dell | Global Commercial Channels
Mobile: + 614.330.0680
Email: Jeffrey.Flowers@Dell.com





12/10/2015

En Point Technologies Sales LLC

18701 S. Figueroa Street

Gardena, CA 90248

Subject: NASPO ValuePoint Bid #ADSP0 16-00005829

To whom it may concern,

This letter is to certify that En Point Technologies Sales LLC is an authorized reseller of Barracuda Networks hardware and related services to companies, entities, and education and state/local agencies. This letter is valid for the duration of the contract.

My contact information is as follows:

3175 Winchester Blvd

Campbell, CA 95008

acannon@barracuda.com

703-743-9068

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Andrea Cannon

Andrea Cannon

Director, Public Sector Channel Sales

3175 Winchester Blvd
Campbell, California 95008
United States
Phone: +1 408 342 5400



December 7, 2015

Re: Letter of Authorization

To Whom It May Concern:

This is to confirm that as of the date of this letter, PCM Inc. & its subsidiaries is an Authorized Distributor of Bomgar Corporation ("Bomgar") software and services in the United States. PCM Inc. and its subsidiaries have the rights to sell, support, and offer training and professional services on Bomgar products.

If you have any questions, please do not hesitate to contact me for further information.

Yours respectfully,

Mike Sell
Director of Strategic Alliances
Bomgar Corporation
msell@bomgar.com
770-407-1820



520 Madison Avenue
22nd Floor
New York, NY 10022
T +1 800 225-5224
+1 212 310 6222
ca.com

November 20, 2015

To Whom It May Concern:

This letter confirms that as of the date hereof, EnPointe Government, Inc. ("Reseller") is authorized by CA, Inc. ("CA") to resell certain of CA's products and services to government customers in the United States. This letter of acknowledgement does not include any authorization by CA for Reseller to make claims, representations or commitments on behalf of CA other than CA's standard product specifications and associated warranties available from CA. Any other claims, representations, or warranties by Reseller are solely the responsibility of Reseller.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tina Ratcliff', written in a cursive style.

Tina Ratcliff
Sr. Director, Financial Contracts
CA, Inc.



LETTER FOR CHANNEL PURCHASING

Date: May 8, 2015

To: Whom It May Concern

Bid Number or Project Name: NA

Cisco Systems, Inc. ("Cisco") hereby confirms that, as of the date of this letter, EN POINTE TECHNOLOGIES SALES, LLC is a Gold certified Cisco channel partner and that Cisco and EN POINTE TECHNOLOGIES SALES, LLC have entered into an agreement for the purchase and resale of Cisco Products and/or Services ("Agreement").

This means that EN POINTE TECHNOLOGIES SALES, LLC has complied with the Cisco certification procedure and is duly authorized to purchase and resell Cisco products in US as well as negotiate the terms and conditions of support and maintenance services on Cisco products, including warranties, in accordance with the terms and conditions of such Agreement.

Furthermore, EN POINTE TECHNOLOGIES SALES, LLC is specialized in the following Cisco technologies:

- Advanced Borderless Network Architecture Specialization;
- Advanced Collaboration Architecture Specialization; and
- Advanced Data Center Architecture Specialization

Please note that the present confirmation is not permanent, and that the status of Cisco's authorized channel is reviewed on a regular basis. This information is accurate as of the date appearing at the top of this certificate.

If you need any additional information, please do not hesitate to contact Gerald Hines at gehines@cisco.com.

A handwritten signature in blue ink that reads "Brian Fukuhara".

Brian Fukuhara, V.P., Finance

Cisco Systems, Inc.



December 8, 2015

Delia A. Walters, State Procurement Supervisor
State of Arizona, State Procurement Office
100 N. 15th Avenue, Suite 201
Phoenix, Arizona 85007

Subject: CONFIRMATION OF BMC SOFTWARE INC. RESELL STATUS

Dear Ms. Walters:

This letter serves to confirm that:

En Pointe Technologies Sales, LLC, 18701 S Figueroa St, Gardena, CA 90248 USA

En Pointe Technologies Sales, LLC has the right to resell certain BMC Products to The State of Arizona, State Procurement Office for the NASPO ValuePoint Cooperation Purchasing Program (NASPO ValuePoint).

This letter is issued only to confirm the above mentioned and cannot be disclosed to third parties and/or interpreted or used by addressee or any third party for any other purpose.

If you require further information, please do not hesitate to contact Pam Johansen at Partner_Network@bmc.com

Yours sincerely,

A handwritten signature in black ink that reads 'Pam Johansen'.

Pam Johansen, MSOD
Senior Director, World Wide Channel Operations
BMC Software Inc.



Computronix (U.S.A.), Inc.
3900 S. Wadsworth Blvd., Suite 510
Lakewood, CO 80235
720-962-6300
www.computronix.com
dean.sargent@computronix.com

RE: PCM Inc. & its subsidiaries

To Whom It May Concern:

As of December 8, 2015, PCM Inc. & its subsidiaries including such as En Pointe Technologies Sales LLC, is authorized by Computronix (U.S.A.), Inc., allowing PCM and its subsidiaries, to offer Computronix Software and Services to end customers. Such authorization is effective as of February 8, 2013 and continues through January 31, 2017, unless earlier terminated or mutually extended by the parties.

Sincerely,

Dean Sargent

Dean Sargent
Business Development Manager
Computronix (U.S.A.), Inc.



November 18, 2015

PCM Inc.
1940 E. Mariposa Ave
El Segundo, CA
90245

Letter of Vendor authorization

This is to certify that PCM Inc. and its subsidiaries are an authorized Corel Partner. This authorization was effective as of January 1st, 2011 and is automatically renewed on an annual basis.

PCM is authorized to resell all Corel Products and is authorized to resell Corel products to Government, Academic and Charitable organizations. PCM is also authorized to sell to customers utilizing the Government and Academic Licensing Program SKUs and pricing.

This authorization covers all of North America.

Sincerely,



Rick Cochrane

National Account Manager
Corel, WinZip, Roxio and Pinnacle
1600 Carling Avenue, Ottawa, ON K1Z 8R7 Canada
t 888-267-3548b | f (613) 759-8748



15300 Barranca Parkway
949 253-6500
www.visionsolutions.com

RE: En Pointe Technologies Sales, LLC

To Whom It May Concern:

As of December 9, 2015 En Pointe Technologies Sales, LLC (En Pointe) is authorized by Vision Solutions, allowing En Pointe, to offer Double-Take HA/DR and Migration Solutions to end customers. Such authorization is effective as of March 13, 2013 and continues through December 31, 2018, unless earlier terminated or mutually extended by the parties.

Sincerely,

Eva Ullmann

Eva Ullmann
Regional Channel Manager
Vision Solutions



April 8, 2015

To Whom It May Concern:

This letter is to confirm that pursuant to the Authorized Reseller Marketing Support Agreement between EMC Corporation ("EMC") and "En Pointe Technologies Sales", En Pointe Technologies Sales is currently authorized to resell EMC equipment, software licenses, and associated maintenance services, as purchased from an EMC authorized distributor.

Sincerely,

A handwritten signature in black ink that reads "Daragh King". The signature is written over a horizontal line.

Daragh King
Manager – Americas Partner Support Center
EMC Corporation
55 Constitution Blvd.
Franklin, MA 02038



February 26, 2015

ESET, LLC
610 West Ash Street, Suite 1700
San Diego, CA 92101

PCMG
1940 E Mariposa Avenue
El Segundo, CA 90245

To Whom It May Concern:

ESET, LLC d/b/a ESET North America is a security software limited liability company with offices in San Diego, California.

This letter is to confirm that ESET, LLC d/b/a ESET North America and PCMG have been business partners since June 22, 2007 and PCMG is authorized by ESET, LLC d/b/a ESET North America to resell ESET products.

Sincerely,

A handwritten signature in black ink, appearing to read "Gerald Choung", written over a horizontal line.

ESET, LLC d/b/a ESET North America
Gerald Choung
VP of Sales

ESET North America
610 W. Ash Street, Suite 1700
San Diego, CA 92101

PHONE 619.876.5400
FAX 619.876.5845
WEB www.eset.com



December 9, 2015

RE: En Pointe Technologies Sales, LLC

To Whom It May Concern:

As of December 9 2015, En Pointe Technologies Sales, LLC (En Pointe) is authorized by HEAT Software USA Inc., allowing En Pointe, to offer HEAT's software to end customers. Such authorization is effective as of April 29, 2010 and continues through April 29, 2016, unless earlier terminated or mutually extended by the parties.

Sincerely,

A handwritten signature in black ink, appearing to read "Catherine Cherubino".

Catherine Cherubino
Vice President of Alliances & Channels
HEAT Software USA Inc.
Catherine.Cherubino@heatsoftware.com



December 10, 2015

Imran Yunus
Director SLED Sales
En Pointe Technologies Sales, LLC.

Dear Mr. Yunus:

This correspondence confirms that En Pointe Technologies Sales, LLC. is authorized to resell Infor software to public sector entities, pursuant to the Public Sector Reselling Agreement between the parties, having an Effective Date of October 18, 2013.

If you have any further questions regarding Infor's partner programs, please feel free to contact Bill Rao, Channel Account Manager, at either (586) 219-0717 or via email William.Rao@infor.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Lindsay Pritchard", written in a cursive style.

Lindsay Pritchard
Associate General Counsel

December 9, 2015

Hamza Ellahi
Vendor Manager
PCM Inc.
1940 E. Mariposa Avenue, El Segundo, CA 90245

Subject: Reseller Letter of Authorization for NASPO (National Association of State Procurement Officials) RFP

Dear Mr Ellahi.:

This Letter of Authorization ("LOA") is a one-time authorization between Information Builders, Inc. ("IBI") with its principal place of business at Two Penn Plaza, New York, New York 10121-2898 and PCM Inc. ("PCM") with a place of business at 1940 E. Mariposa Avenue, El Segundo, CA 90245 to allow PCM to resell certain IBI software and related InfoResponse Services ("Products") to the NASPO (National Association of State Procurement Officials) in accordance with the terms, conditions and provisions set forth in this LOA. As of the date of issuance of this letter, PCM is in good financial standing with IBI.

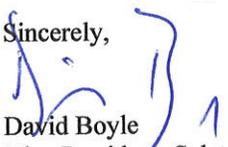
This letter does not authorize PCM to sublicense any IBI Products but allows PCM to take orders for and resell the IBI licenses. PCM understands the terms conditions and provisions of any licensing arrangement shall be governed solely by the IBI licensing documents between IBI and end user customer and that any warranties or representations for the Products will be between IBI and end user customer. IBI does not assume any liability for PCM's actions under this LOA.

PCM agrees that it shall:

1. provide as part of its RFP response that in the event of a potential award any resale arrangements shall be governed solely by the applicable IBI licensing agreements, such as Master Software License Agreements, Riders, IBI EULA, etc.
2. ensure that any resale of the Products will conform to the applicable IBI licensing documents provided by IBI to PCM and that any negotiations of licensing terms will be handled by IBI directly with the end user;
3. promptly remit to IBI all amounts due and owing in accordance with the licensing agreements between end user and IBI;
4. not require IBI to execute any PCM Direct Supplier Agreement or any other agreement in order to conduct business pursuant to or relating to this letter of authorization;

Please confirm your agreement and acknowledgement by signing and returning a copy of this LOA. Immediately upon receipt, we will issue an appropriate letter for your inclusion with your RFP response.

Sincerely,


David Boyle
Vice President, Sales Operations

Agreed and accepted:

PCM Inc.

By _____
Authorized signature

Type name/title Date

Cc: J. Whelehan- IBI
T. Grilli-IBI

Shafique, Madiha

From: Klietz, Sam <Sam.Klietz@intermedix.com>
Sent: Tuesday, December 15, 2015 12:55 PM
To: Shafique, Madiha
Cc: Yunus, Imran; Jacobs, Erin
Subject: RE: INTERMEDIX EMSYSTEMS Reseller LOA

I authorize En Pointe to resell Intermedix Solutions. The authorization should take into account the possible exclusion of some products and services depending on the specific quote request.

1. Manufacturer POC name and alternate for verification: Sam Klietz (Alternate: Erin Jacobs erin.jacobs@intermedix.com)
2. Manufacturer POC mailing address: 111 W Pleasant Street, suite 202
3. Manufacturer POC telephone number: 414-721-9731
4. Manufacturer POC email address – sam.klietz@intermedix.com
5. Manufacturer POC fax number: 414-721-9631
6. If available, a Re-seller Identifier

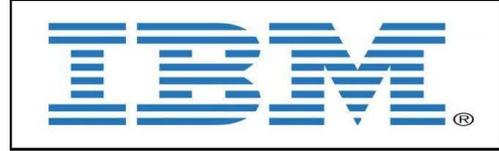
Regards,

Sam Klietz
Senior Vice President – Business Development

intermedix

Office: 414.721.9731 | Mobile: 414.688.7192
sam.klietz@intermedix.com | www.intermedix.com

The information contained in this message is confidential and may be privileged and/or protected under law. If you received this message in error, please notify us immediately by forwarding a copy to compliance@intermedix.com and delete the original message and any attachments.



Partner Address: IBM Corporation, 1 New Orchard Road, Armonk, New York 10504-1722

Phone #: 800-426-4968

Website: <http://www.ibm.com/us/en/>

Email: <http://www.ibm.com/contact/us/en/>

Dealer ID#: Agreement # 1061711

RE: En Pointe Technologies Sales, LLC

To Whom It May Concern:

As of **5/8/2015**, En Pointe Technologies Sales, LLC (En Pointe) is authorized by IBM, allowing En Pointe, to offer Partner's Programs, Software, Hardware etc. to end customers. Such authorization is effective as of **5/8/2015** and continues through **12/31/2015**, unless earlier terminated or mutually extended by the parties.

Sincerely,

David Hall

Representative's Name: David Hall

Title: Field Solution Sales

Company name: Tech Data Corporation



December 9, 2015

To Whom It May Concern:

This letter is to confirm that PCM Inc. & its subsidiaries including En Pointe is currently an Authorized Reseller of ICM Conversions and can purchase direct from ICM.

ICM does not have multiple certification levels – simply the Authorized Reseller status. There are no limitations regarding what ICM products PCM Inc. & its subsidiaries including En Pointe is authorized to resell.

Manufacturer POC:

John Harrington – harringtonj@icmconv.com 480-269-9304

Kristin Macedo – kristinm@icmconv.com (alternate) 480-269-9301

Manufacturer POC mailing address:

4320 E Cotton Center Blvd, Ste 106
Phoenix, AZ 85040

Fax: 602-678-1985
Phone: 602-678-1978

Sincerely

A handwritten signature in black ink, appearing to read 'John', is written over a horizontal line.

John Harrington
President



Kronos Incorporated
297 Billerica Road
Chelmsford, Massachusetts 01824

(978) 250-9800
Fax (978) 367-5900
www.kronos.com

December 9, 2015

Delia A. Walters, State Procurement Supervisor
State of Arizona, State Procurement Office
100 N. 15th Avenue, Suite 201
Phoenix, AZ 85007

Re: Resale Authorization Letter

Dear Ms. Walters,

This letter is to confirm that En Pointe Technologies Sales LLC in El Segundo, CA is an authorized Kronos Reseller and is able to resell Kronos Incorporated products as well as the resale of associated maintenance and professional services.

A handwritten signature in blue ink, appearing to read "John O'Brien".

John O'Brien
Sr. Vice President, Global Sales
Kronos Incorporated



Wednesday, November 18, 2015

To whom it may concern,

This letter is to confirm that En Pointe Technologies, with a principal place of business at 18701 S. Figueroa Street, Gardena, CA 90248 is currently a Expert Solution Reseller in the LANDesk channel programs and in good standing. As such, En Pointe is an authorized partner of LANDesk Software.

If you have any questions regarding this letter or the LANDesk reseller programs, please contact me directly at +1 (801) 208-1628.

Best regards,

A handwritten signature in black ink, appearing to read "Reza Parsia", on a light yellow background.

Reza Parsia
Director, Americas Channel
Reza.parsia@landesk.com
(801) 208-1628 phone
(801) 361-4048 mobile



Transforming
the Desktop™

3600 Mansell Road, Suite 200, Alpharetta, GA 30022 www.liquidwarelabs.com 678-397-0450

December 8, 2015

To Whom It May Concern,

This letter is to confirm that En Pointe Technologies Sales LLC, is an authorized Liquidware Labs, Inc. reseller and is able to resell Liquidware Labs, Inc. products as well as associated maintenance.

Sincerely,

A handwritten signature in black ink, appearing to read "CA", is written above the typed name.

Chris Akerberg
President and COO



December 4, 2015

PCM Inc. (a/k/a "En Pointe Technologies"), and its authorized subsidiaries
1940 E Mariposa Ave
El Segundo, CA 90245
Attn: Sean Mollet, Vice President of Product Management, Purchasing

Telephone: 310-354-5600 x54081
Fax: 310-258-2309

Re: Resale of Micro Focus Products

To Whom it May Concern,

PCM Inc. and its authorized subsidiaries are authorized to purchase, receive standard warranty support and to resell products from Micro Focus

If you have further questions, please contact Rachel Frost, your Micro Focus product sales representative at rachel.frost@microfocus.com.

Regards,

A handwritten signature in black ink, appearing to read "Courtney L. Wood".

Courtney L. Wood
N.A. Senior Corporate Counsel
Micro Focus (US), Inc.
301-838-5180 Phone
301-838-5034 Fax
Courtney.Wood@microfocus.com

Shafique, Madiha

From: Steven Love <steven.love@mindjet.com>
Sent: Tuesday, December 8, 2015 4:11 PM
To: Shafique, Madiha
Cc: Jason Han
Subject: MINDJET LOA Information

Hi Madiha,

Please see the information you requested below:

1. Manufacturer POC name and alternate for verification:

Main POC: Steven Love

Alternate: Jason Han

2. Manufacturer POC mailing address:

Mindjet LLC

1160 Battery Street East, 4th Floor

San Francisco, CA 94111

3. Manufacturer POC telephone number:

925-452-6511

4. Manufacturer POC email address:

Steven.love@mindjet.com

5. Manufacturer POC fax number:

415.229.4201

6. If available, a Re-seller Identifier:

Steven O. Love

Account Executive , MindManager at Mindjet

Office 925-452-6511 or 415-229-4231

4750 Willow Rd, 2nd Floor, Pleasanton, CA 94588

See what's new: [MindManager 2016](#) and [MindManager Enterprise 2016](#)

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Remote Control

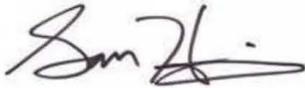
November 19, 2015

Madiha Shafique
En Pointe Technologies
1940 E. Mariposa Avenue
El Segundo, CA 90245

To Whom It May Concern:

As of November 2008, En Pointe Technologies Sales, LLC (En Pointe) is authorized by Netop Tech Inc. (Netop), allowing En Pointe to offer Netop's software products to end customers. Such authorization is effective as of November 2008 and continues on an annually recurring basis unless terminated by the parties.

Sincerely,



Sam Heiney
Product Solutions Director
sahe@netop.com



Shafique, Madiha

From: Ayub, Akbar
Sent: Thursday, November 19, 2015 8:08 AM
To: Ellahi, Hamza
Cc: Khan, Yasir
Subject: FW: Nuance-Dragon LOA

LOA of Dragon (Nuance).

Regards,

Akbar Ayub | Partner Specialist | En Pointe Technologies
Office: 310-337-5200
Office Ext: 2756

From: Tucker, Paul [<mailto:Paul.Tucker@nuance.com>]
Sent: Thursday, November 19, 2015 4:57 AM
To: Ayub, Akbar <akbarayub@enpointe.com>
Cc: Kreth, Aimee <Aimee.Kreth@nuance.com>
Subject: Nuance-Dragon LOA

To whom it may concern,

This email is to confirm PCM Inc. and its subsidiaries are Authorized Reseller of Nuance® Dragon® Speech Recognition products and services. PCM Inc. and its subsidiaries have successfully completed technical certification training courses and sales certification training courses offered by Nuance Communications, Inc. and they are authorized to purchase, sell, train and support the following:

- Nuance® Dragon® Professional Group
- Nuance® Dragon for Mac
- Nuance® User Management Center
- Nuance® Maintenance & Support Services
- Nuance® Training Services

Please feel free to contact me with any questions.

Paul Tucker
Eastern Regional Manager
Dragon NaturallySpeaking
Nuance Communications, Inc.
Mobile : (978) 727-6703
paul.tucker@nuance.com



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This certifies that

En Pointe Technologies Sales LLC

has achieved the level

ORACLE® **Gold
Partner**

Joel Borella
Group Vice President,
Partner Enablement



This annual partnership is
currently valid until

13-Sep-2016



892 Ross Drive, Sunnyvale, CA 94089 USA
Tel: +1.408.517.4710
Fax: +1.408.517.4711
www.proofpoint.com

November 20, 2015

PCM Inc.

1940 E. Mariposa Ave.
El Segundo, CA 90245
United States

Re: Reseller Authorization

To Whom It May Concern:

By this letter, Proofpoint Inc., confirms that PCM Inc. and its subsidiaries are an authorized distributor of Proofpoint products/or services within the United States and is in good standing as of November 20, 2015. **PCM Inc. and its subsidiaries** are authorized to sell Proofpoint products and services, as well as market and support those same products and services in the United States.

Proofpoint products and services are made available to end user solely pursuant to a Proofpoint Customer Agreement.

Regards,

Brian Kroneman
Director of Channel Programs & Operations





RSA Security LLC.
174 Middlesex Turnpike
Bedford, MA 01730
Tel 781 515 5000
<http://www.emc.com/rsa>

Date: Apr.30.2015

Greetings:

En Pointe Technologies Sales, LLC is a Authorized Partner in the RSA SecurWorld™ Program.

RSA SecurID is available for open distribution. Even if En Pointe Technologies Sales, LLC has a relationship with an RSA Authorized Distributor, En Pointe Technologies Sales, LLC will still be able to purchase and resell SecurID-related products from any RSA Authorized Distributor.

Additionally, En Pointe Technologies Sales, LLC is authorized to purchase and resell the following RSA product lines: Authentication Manager/SecurID, Access Manager, Adaptive Directory, Federated Identity Manager, Certificate Manager, Data Protection Manager, Identity Management and Governance, IPV (Adaptive Authentication, Cybercrime Intelligence, Fraud Action), Web Threat Detection, Security Analytics, Registration Manager, Key Recovery Manager, Validation Manager, Archer, DLP and ECAT.

All related RSA products and services are governed by the RSA Shrink-Wrap License Agreement.

Please accept this as a fully executable authorization letter.

Best Regards,
RSA SecurWorld Team

November 23, 2015

Email Transmittal: akbarayub@enpointe.com

Mr. Akbar Ayub
Vendor Manager
PCM, Inc. & its Subsidiaries
1940 E. Mariposa Avenue
El Segundo, CA 90245

Letter of Authorization

Dear Mr Ayub:

This letter serves as authorization to include Referentia Systems Incorporated and the information below in your proposal response to NASPO for the Software Value-Add Reseller program, and with any State Participating Addendums.

The following information is offered in this regard:

- Manufacturer POC Name and Alternate for Verification:
 - POC: Jill Takaezu Harper; Alternate: Nelson Kanemoto
- Manufacturer POC Mailing Address:
 - Referentia Systems Incorporated
 - 155 Kapalulu Place, Suite 200
 - Honolulu, HI 96819
- Manufacturer POC Email Address:
 - contracts@referentia.com; jtakaezu@referentia.com; nkanemoto@referentia.com
- Manufacturer POC Fax Number:
 - 808-423-1960

We thank you for this opportunity to continue our association and look forward to being of support in another proposal effort and, hopefully, a follow-on resultant Contract to provide software reseller support to PCM.

Please contact me any time I may be of further assistance.

Sincerely,



Faith W. Kaupu
Contracts Manager

E-cc: Nelson Kanemoto
Jill Takaezu Harper



SAP America, Inc.
3999 West Chester Pike
Newtown Square, PA 19073
T 610.661.1000

Dec 11, 2015

En Pointe Technologies Sales, LLC
18701 S Figueroa St
LOS ANGELES, CA 90248

RE: En Pointe Authorization Letter

To Whom It May Concern:

SAP Inc., as the manufacturer/publisher of SAP, Sybase, BusinessObjects and Crystal branded products and solutions verifies En Pointe Technologies Sales, LLC ("Reseller") is a Reseller Partner in North America under the Authorized Reseller Program, and as such will supply reseller with sufficient quantities of the Authorized Products listed below, subject to the ongoing reseller/manufacture relationship between the reseller and SAP Inc.

Authorized Products:

SAP Crystal Reports
SAP Crystal Server
SAP Crystal Dashboard Design
SAP BusinessObjects BI Suite
SAP BusinessObjects Platform
SAP BusinessObjects Edge
SAP Lumira
SAP Predictive Analytics
SAP Sybase Adaptive Server Enterprise
SAP Sybase IQ
SAP SQL Anywhere
SAP PowerDesigner
SAP Data Services
SAP Afaria
SAP Mobile Platform

List of En Pointe Technologies Sales Authorizations and applicable regions:
United States

Sincerely,

Lee Smith
SAP
Director – Distribution North America
Global Partner Organization



Sophos Inc
3 Van de Graaff Drive, 2nd Floor
Burlington, MA 01803
USA

Tel 781 494 5800
Toll Free 888-767-4679
Fax 781 494 5802

November 18, 2015

Greetings:

This letter confirms that **En Pointe Technologies Sales, LLC** is currently authorized by Sophos, Inc. as a partner to purchase Sophos products and services through Sophos authorized distributors, for resale to the agencies, including institutions of higher education.

All related Sophos products and services are governed Sophos End User License agreement License Agreement.

Please accept this as a fully executable Letter of Agency for your purposes.

Respectfully submitted,
Sara Cloutier
NA Channel Sales Coordinator



250 Brannan Street, 2nd Floor, San Francisco, CA 94117

December, 9th 2015

To Whom It May Concern,

This letter confirms that PCM Inc. & it's subsidiaries is authorized to sell Splunk products and services. This letter of authorization is subject to the terms of the Splunk Reseller agreement. Splunk has a right to terminate the agreement at any time.

Regards,

A handwritten signature in black ink, appearing to read "Dave Henley".

Dave Henley
SLED Partner Account Manager
E: dhenley@splunk.com
C: 832-444-4371

Alternate Contact:
Chris Bradford
E: cbradford@splunk.com
C: 703-969-8766

Shafique, Madiha

From: Scott Howard <scott.howard@statseeker.com>
Sent: Monday, November 23, 2015 4:17 PM
To: Shahid, Asma
Subject: Letter of Authorization: PCM Inc. & its subsidiaries

To whom this may concern:

Please be advised that PCM Inc. & its subsidiaries (hereafter "PCM") are an authorized "**Active Reseller**" for Statseeker Inc. This authorization commenced on November 23, 2015 and is in effect until close of business on February 22, 2016 unless earlier terminated or extended by the parties.

"**Active Reseller**" status authorizes PCM to resell all Statseeker products and services to end user organizations throughout the United States and Canada.

Best regards



Scott Howard | Regional Sales Manager
m +1 (250) 361-7517 | www.statseeker.com
f +1 (866) 812-9944

3492 Rancho Diego Circle
El Cajon, CA 92019
t +1 (619) 858-4999 x1827
toll free (844) STATSKR (844-782-8757) x1827

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November 23rd, 2015

En Pointe Technologies Sales, LLC
18701 S. Figueroa Street
Gardena, CA 90248
USA

To Whom It May Concern:

En Pointe Technologies Sales, LLC is an authorized reseller of TechSmith products for corporate, government, and educational programs. En Pointe Technologies Sales, LLC is authorized to sell all TechSmith products, not limited to, but including Snagit, Camtasia Studio, Camtasia for Mac, Camtasia Relay, and Morae. En Pointe Technologies Sales, LLC has acted as a reseller of TechSmith's software sales for electronic download, boxed, and volume license programs to serve their customers needs. For any further questions, please feel free to contact us.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lars Grosspietsch".

Lars Grosspietsch
Channel Account Manager | TechSmith Corporation
Office +1 517.381.2300 x110 | Cell +1 517.898.6714



503.276.7500 MAIN
503.223.0182 FAX

Tripwire, Inc | 101 SW Main Street, Suite 1500 | Portland, Oregon 97204 | USA

tripwire.com

December 10, 2015

To Whom It May Concern:

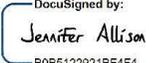
Tripwire, Inc. distributes its products through a two-tier distribution system:

- Tripwire distributes to authorized distributors
- The distributors may resell the products to resellers of their choice.

Westcon Group is an authorized distributor of Tripwire products.

As of December 8, 2015, Westcon Group confirmed to Tripwire that En Pointe Technologies Sales LLC was an authorized reseller in good standing.

Sincerely,

DocuSigned by:

B0B5122921BF4F4...
Jennifer Allison
Director of Legal Services

To Whom It May Concern:

Please be advised that PCM, EnPointe and PCMG are active and compliant Premier Corporate Reseller partners in Trend Micro's Reseller Partner Program. PCM and PCMG have been members and in good standing since 2007. PCMG, EnPointe and its parent company PCM are allowed to resell all Trend Micro products in all 50 states.

Thank you!
Maranda McElvany



Maranda McElvany | Channel Manager
225 E. John Carpenter Freeway, suite 1500
Irving, TX 75062
Office: 817-569-8913 | Mobile: 817-449-4677

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<http://www.trendmicro.com>

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70 West Madison Street

312-995-5748

www.trustwave.com

smorganegg@trustwave.com

RE: En Pointe Technologies Sales, LLC

To Whom It May Concern:

As of **December 9, 2015, 2015**, En Pointe Technologies Sales, LLC (En Pointe) is authorized by **Trustwave**, allowing En Pointe, to offer **Partner's Programs, Software, Hardware etc.** to end customers. Such authorization is effective as of **April 8, 2014** and is current, unless earlier terminated or mutually extended by the parties.

Sincerely,

Scott Morganegg

Scott Morganegg

Sales Executive

Trustwave



Tenable Network Security, Inc.
7021 Columbia Gateway Drive, Suite 500
Columbia, MD 21046

December 7, 2015

En Pointe Technologies Sales, Inc.
18701 S Figueroa Street
Gardena, CA 90248

RE: Authorization Letter

To Whom It May Concern:

As of the date of this letter, Tenable Network Security, Inc. ("Tenable"), as the manufacturer/publisher of Tenable-branded products and solutions, verifies that En Pointe Technologies Sales, Inc., a wholly-owned subsidiary of PCM Corporate, ("Reseller") is authorized to resell Tenable's products. As such, Tenable will supply Reseller with sufficient quantities of its products, subject to the ongoing reseller/manufacture relationship between Reseller and Tenable.

Sincerely,

A handwritten signature in blue ink, appearing to read "John C. Huffard, Jr.", written over a faint circular stamp.

John C. Huffard, Jr.
President



December 15, 2015

UltraBac Letter of Authorization

RE: En Pointe Technologies Sales, LLC

To Whom It May Concern:

As of December 15, 2015, En Pointe Technologies Sales, LLC (En Pointe) is authorized by UltraBac Software to offer UltraBac's backup and disaster recovery software products through the WSCA NASPRO Software VAR RFP vehicle. En Pointe agrees that before submitting any offer, quote or bid, that UltraBac will be consulted in advance and provided all necessary end-user details about the intended use of software to verify that the UltraBac products fully comply with end-user expectations and requirements. Upon positive verification, UltraBac will provide written authorization for each new opportunity based solely on the information provided by En Pointe that approves or disapproves the intended use of UltraBac Software Products.

During the term of this *Letter of Authorization*, En Pointe may purchase approved software products at a price to be determined by the opportunity and the time of order.

En Pointe will be solely responsible for the fitness of products sold unless UltraBac is provided the opportunity to consult directly with the end-user before purchase to verify that the proposed products will meet or exceed customer expectations. En Pointe is expressly prohibited from making any claims or warranties to software operation or function other than what is published on UltraBac's website or is provided in writing by request from a Corporate Officer. Such authorization is effective as of December 8, 2015 and continues through May 8, 2016, unless earlier terminated or mutually extended by the parties.

Sincerely yours,

Morgan Edwards

President & CEO

ULTRABAC
SOFTWARE

15015 Main Street

Bellevue, WA 98007

425-644-6000



December 11, 2015

To: NASPO ValuePointe Contract

I am writing this letter of authorization to confirm that En Pointe is authorized to sell Vormetric products via a one off agreement.

If you have any questions or concerns please feel free to contact me.

Mike Coffield

Mike Coffield
VP, WW Channel Operations
Vormetric, Inc.
Phone: 224-622-0072
Email: mcoffield@vormetric.com





Websense, Inc.
10900-A Stonelake Blvd., 3rd Floor
Austin, Texas 78759
tel +1 858-320-8000
fax + 858-458-2950
www.websense.com

23 April 2015

En Pointe Technologies Sales, LLC
18701 S. Figueroa St.
Gardena, CA 90248

**Re: En Pointe Technologies Sales, LLC (“En Pointe”)
Status as a Websense Authorized Reseller**

To Whom It May Concern:

This letter certifies that, as of the date of this letter, En Pointe is an authorized reseller of Websense, Inc. (“**Websense**”). As such, En Pointe is approved to sell Websense products and solutions to end users under the terms and conditions of the Websense Subscription Agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Hagan", written in a cursive style.

James Hagan
CFO
Websense, Inc.

- Here are the LOAs for "non-listed publishers"



2214 University Park Drive, Okemos MI
517-336-2530
www.agatesoftware.com
tpearl@agatesoftware.com
Dealer ID# 112732

RE: En Pointe Technologies Sales, LLC

To Whom It May Concern:

As of 2011, En Pointe Technologies Sales, LLC (En Pointe) is authorized by Agate Software Inc., allowing En Pointe, to offer the IntelliGrants Program along with Hosting and Professional Services to end customers. Such authorization is effective as of 2011 and continues through 2020, unless earlier terminated or mutually extended by the parties.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tim Pearl".

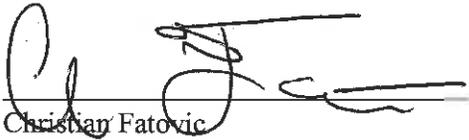
Tim Pearl
President
Agate Software

November 24, 2015

To Whom It May Concern:

Please allow this letter to serve as notice that, as of date of this letter, En Pointe Technologies Sales, LLC ("En Pointe") is an authorized Value Added Reseller of AvePoint, Inc. ("AvePoint"). As a Value Added Reseller, AvePoint has authorized En Pointe to resell AvePoint's software licenses, support and professional services to end-user customers. Such authorization has been effective as of April 24, 2013 and there is currently no end date to the partnership.

Sincerely,



Christian Fatovic
SVP of Sales
AvePoint, Inc.

Shafique, Madiha

From: Peter Concannon <Peter.Concannon@acronis.com>
Sent: Thursday, November 19, 2015 1:38 PM
To: Fuller, Toya
Subject: En Pointe Technologies LLC - Authorized Partner

To whom it may concern,

The purpose of this letter is to confirm that En Pointe Technologies, LLC is a bona fide partner of Acronis International, GmbH and as such is directly authorized to bid on government contracts. En Pointe Technologies LLC is authorized to resell, or otherwise provide Acronis' products.

Should you have any questions regarding this matter, please do not hesitate to contact John Downey at john.downey@acronis.com.

Sincerely,
Acronis International GmbH

Peter Concannon | Partner Account Manager
Acronis, Inc | 1 Van de Graaf Drive, Suite 301, Burlington, MA 01803
Desk – (781) 782-9070
Mobile - (978) 394-6282





April 27, 2015

EnPointe Technologies Sales LLC
18701 S Figueroa St
Gardena, CA 90248
Attn: Taheem Rasool

RE: 2015 Authorization Letter

Dear Sir or Madam:

CommVault Systems, Inc. ("CommVault") as the manufacturer of CommVault-branded products and solutions, hereby confirms that EnPointe Technologies Sales LLC is a Channel Partner authorized to act as a reseller of the full line of CommVault products within the United States.

Reseller is not authorized to agree to any terms or conditions on behalf of CommVault, and all products are sold subject to the terms of CommVault's end user license and limited warranty agreement.

Best regards,

Scott A. Little
Vice President, Sales



100 East Davie Street
Raleigh, North Carolina 27601
Phone # 919-754-3700
Website: <http://www.redhat.com>

Dealer ID#

RE: En Pointe Technologies Sales, LLC

To Whom It May Concern:

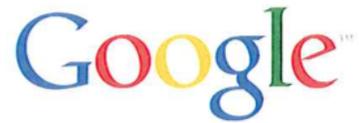
As of 4/1/15, En Pointe Technologies Sales, LLC (En Pointe) is authorized by Red Hat Inc., as an Advanced Business Partner in the United States and Canada.

En Pointe is authorized to sell Red Hat and JBoss products or services that are available through distributors in the US and Canada. Such authorization is effective as of 4/1/15 and continues through 4/1/18, unless earlier terminated or mutually extended by the parties.

Sincerely,

A handwritten signature in black ink that reads "Mark Enzweiler".

Mark Enzweiler
SVP, Global Partners & Alliances
919-754-4370



May 15, 2015

To whom it may concern:

This letter confirms that En Pointe Technology Sales, LLC , headquartered at 18701 S. Figueroa Street in Gardena, CA, is an official Google Chromebooks Reseller.

If you have any questions, you can contact me at alisonsuzuki@google.com.

Regards,
Alison

Alison Suzuki
Strategic Partner Manager, Google for Education

NetApp will provide Standard Pricing for Products made available for inclusion on the Contract. NetApp's Standard Pricing provides a small incremental discount to the pricing offered through NetApp's WSCA pricing (inclusive of applicable fees). Please contact your distributor for more details on Standard Pricing. Note that Registered Pricing may be available for selected sales opportunities completed under the Contract following award provided that all the Registration criteria are met for the opportunity. NetApp reserves the right to cancel this letter of authority, either in whole or in part, upon thirty (30) days written notice.

| | |
|-------------------------------|--|
| Manufacturers Name: | NetApp, Inc. |
| Point of Contact: | Harry Franks, SLED Sales Operations Manager |
| Alternate Point of Contact: | Mark Wroniewicz, US Public Sector Sales Operations Manager |
| Address: | 495 E. Java Drive, Sunnyvale, CA 94089, USA |
| Telephone: | 408-822-6000 |
| Fax: | 703-918-7301 |
| NetApp Dun and Bradstreet No: | 80-205-4742 |

Sincerely,



Mark Wroniewicz
Sales Operations Manager

April 10, 2015

To Whom It May Concern:

On behalf of the Global NextWave Partner Programs team at Palo Alto Networks, this is to inform you of the partnership between Palo Alto Networks, Inc. and:

En Pointe Technologies
Gardena, CA

En Pointe Technologies is classified as a **Platinum** level partner in the Palo Alto Networks NextWave Partner Program.

Thank you,

Raegen Raymond-Brunker
Global Channel Operations Specialist
NextWave Partner Programs Team

Quantum®

Quantum Corporation
949-856-7800
www.Quantum.com

RE: En Pointe Technologies Sales, LLC

To Whom It May Concern:

As of May 15, 2015, En Pointe Technologies Sales, LLC (En Pointe) is authorized by Quantum Corporation, allowing En Pointe, to offer Quantum's Programs, Software, Hardware etc. to end customers. Such authorization is effective as of May 15 2015 and continues through May 15, 2020, unless earlier terminated or mutually extended by the parties.

Sincerely,

A handwritten signature in black ink, appearing to read 'S. Burrows', with a long horizontal line extending to the right.

Stephen Burrows
VP, NA Channel Sales
Quantum



Tenable Network Security, Inc.
7021 Columbia Gateway Drive, Suite 500
Columbia, MD 21046

December 7, 2015

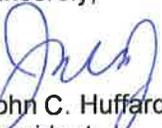
En Pointe Technologies Sales, Inc.
18701 S Figueroa Street
Gardena, CA 90248

RE: Authorization Letter

To Whom It May Concern:

As of the date of this letter, Tenable Network Security, Inc. ("Tenable"), as the manufacturer/publisher of Tenable-branded products and solutions, verifies that En Pointe Technologies Sales, Inc., a wholly-owned subsidiary of PCM Corporate, ("Reseller") is authorized to resell Tenable's products. As such, Tenable will supply Reseller with sufficient quantities of its products, subject to the ongoing reseller/manufacturer relationship between Reseller and Tenable.

Sincerely,



John C. Huffard, Jr.
President



1759 Wehrle Drive
Williamsville, NY 14221

DISTRIBUTOR AUTHORIZATION FORM

Date: *Monday, November 23, 2015*

End User:

Reseller: *PCM Inc. & it's subsidiaries - Hardware and Software*

Street Address: *1940 E. Mariposa Avenue*

City, State & Zip Code: *El Segundo, CA 90245*

Contact Name: *Asma Shahid*

Phone Number: *310-337-5200*

Email Address: AShahid@Enpointe.com

Fax Number:

Reseller is authorized to purchase, receive standard warranty support and to resell products from manufacturers listed below. This is not a commitment of product availability. Manufacturer's purchasing restrictions and authorizations may apply. For clarification as to depth and or requirements of manufacturer authorizations for Reseller account and upon ordering, Reseller should contact their Ingram Micro account representative.

Manufacturers:

See Attached pdf for reference of manufacturers.

GOVT AGENCIES: For confirming of product authorizations through **Ingram Micro, Inc.**, please contact:

W. Charles Graf, Program Manager

716.633.3600



DISTRIBUTOR AUTHORIZATION FORM

Manufacturers:

| | | |
|------------------------------------|------------------------------------|--------------------------------|
| 365 SERVICES | FLUKE NETWORKS CORE SERVICES | ODYSSEY TOYS |
| 3D SYSTEMS | FLUKE NETWORKS HW-RSERVICES | OFF-GRID SOLUTIONS |
| 3DCONNEXION - COMPUTER ACCESSORIES | FLUKE NETWORKS VISUAL | OGIO - CASES |
| 3M - OPTICAL SYSTEMS DIVISION | FLUKE NETWORKS VISUAL - SERVICES | OKIDATA - ACCESORIES |
| 3M - WORKSPACE SOLUTIONS | FORESCOUT TECHNOLOGIES | OKIDATA - DOT MATRIX |
| 3M TOUCH SCREEN | FORTINET | OKIDATA - PRINTERS |
| 3M VISUAL SYSTEMS DIVISION | FORTINET ACCESSORIES | OKIDATA DOT MATRIX ACCESSORIES |
| 4SIGHT | FORTINET BUNDLE RENEWAL & SERVICES | OKIDATA INTL SUPPLIES |
| 4XEM | FORTINET MID & HIGH END APPLIANCES | OKIDATA SERVICES |
| 5 NINE SOFTWARE | FORTINET NFR | OKIDATA SUPPLIES |
| AAXA-PROJECTORS | FORTINET SME PRODUCTS | OKLAHOMA SOUND CORP |
| ABBYY USA SOFTWARE HOUSE INC | FORTINET TRAINING & PRO SERVICES | OKLAHOMA SOUND CORP - DS |
| ABBYY USA SOFTWARE HOUSE INC - LIC | FORTINET UCC SERVICES | OLYMPUS |
| ABSOLUTE LICENSE | FOXIT SOFTWARE | OMNITRON SYSTEMS |
| ACCELL | FRAMEWORKS SYSTEMS ENGINEERING | ONKYO-HOME AUDIO/VIDEO |
| ACCESS HARDWARE SUPPLY | FRONTIER SECURE | OPEN TEXT INC |
| ACECAD | FUGOO-PERSONAL /PORTABLE | OPENGEAR |
| ACER - SERVERS | FUJIFILM - DIGITAL | OPLINK |
| ACER - TABLETS | FUJIFILM - FILM | OPTOMA |
| ACER (LA) | FUJITSU COMPUTER PRODUCTS | OPTOMA AUDIO |
| ACER ACCESSORY | FUJITSU CONSUMABLES | OPTOMA PROAV |
| ACER AMERICA - DESKTOPS | FUJITSU IMAGING (SCANNERS) | ORION AMERICA-TELEVISIONS |
| ACER AMERICA - DISPLAYS | GAMEVICE | OTTERBOX |
| ACER AMERICA - NOTEBOOKS | GEAR HEAD-COMPUTER | OTTERBOX B2B - 10002972 |
| ACER AMERICA - OPTIONS | GEFEN | OTTERBOX LA |
| ACER AMERICA - PROJECTORS | GEIST | OVERLAND - V3 |
| ACER- CHROME PRODUCTS | GENEVA | OVERLAND STORAGE |
| ACER- THIN CLIENTS | GENOVATION | OZOBOT |
| ACER WARRANTIES & SERVICES | GETWIRELESS | PALO ALTO AUDIO DESIGN |
| ACRONIS - ACCESS | GIANT INTERNATIONAL | PANASAS |
| ACRONIS - CONSUMER | GIGABYTE | PANASONIC - HEADPHONES |
| ACRONIS - PHYSICAL | GIZMAC ACCESSORIES | PANASONIC ACCESSORIES |
| ACRONIS - RENEWALS | GLOBAL MARKETING PARTNERS | PANASONIC ARBITRATORS |
| ACRONIS - VIRTUAL | GLOBAL MARKETING PARTNERS - IMCE | PANASONIC BATTERY |
| ACRONIS CLOUD | GLOBALSCAPE INC | PANASONIC BROADCAST |



DISTRIBUTOR AUTHORIZATION FORM

Manufacturers:

| | | |
|-----------------------------------|-------------------------------------|-------------------------------------|
| ACTELIS NETWORK INC | GN NETCOM | PANASONIC FLAT PANEL DISPLAYS |
| ACTIONTEC | GN NETCOM MOBILE | PANASONIC PANABOARDS |
| ACTIVATIONDESK | GODIRECT | PANASONIC PHYSICAL SECURITY |
| ACTIVEPDF | GOOGLE CHROME FOR EDU | PANASONIC POS |
| ACTON | GOOGLE CHROME FOR WORK | PANASONIC PRINTERS AND SUPPLIES |
| ADAPTEC - EMERGING PRODUCTS & ACC | GOOGLE CHROMEBOX FOR MEETINGS | PANASONIC PROJECTORS |
| ADAPTEC - RAID | GORILLADIGITAL | PANASONIC PROJECTORS - PRO AV |
| ADDON | GOSCAN | PANASONIC SCANNERS |
| ADDONICS | GRAF & LANTZ CASES | PANASONIC TELECOM |
| ADESSO | GRANDTEC USA | PANASONIC TOUGH BOOKS |
| ADOBE | GREEN ONIONS SUPPLY | PANASONIC WARRANTIES |
| ADOBE ACADEMIC TLP | GREENAIR | PANASONIC WARRANTY |
| ADOBE CLOUD SERVICES | GUILLEMOT-VIDEO GAME | PANASONIC-CAMERAS |
| ADOBE CLP ACAD BOX MEDIA | GUNNAR OPTIKS | PANASONIC-MEDIA |
| ADOBE CLP COMM ENTERPRISE LISC | HAMILTON BEACH - SMALL APPLIANCES | PANASONIC-PERSONAL CARE |
| ADOBE CLP COMMERCIAL | HAUCK | PANASONIC-SMALL APPLIANCES |
| ADOBE CLP GOVT | HAUPPAUGE | PANDUIT |
| ADOBE CLP-EDU LICENSING | HAVIS | PARA SYSTEMS DBA MINUTEMAN UPS |
| ADOBE COMMERCIAL TLP | HAWKING | PARAMETRIC SOUND |
| ADOBE ENTERPRISE ACAD LICS | HEALTH SECURITY SOLUTIONS | PARROT |
| ADOBE ENTERPRISE GOVT LICS | HECKLER DESIGN | PATHWAY INNOVATIONS AND TECHNOLOGIE |
| ADOBE GOVT TLP | HEWLETT PACKARD - WORKSTATION OPTNS | PCAMERICA |
| ADOBE STUDENT TEACHER BOX | HGST - ACTIVE ARCHIVE | PEERLESS ET |
| ADOBE VIP ACADEMIC LICS | HGST - BRANDED | PEERLESS INDUSTRIES |
| ADOBE VIP COMMERCIAL LICS | HGST - EMBEDDED | PELICAN FLASHLIGHTS |
| ADOBE VIP GOVT LICS | HGST - ENTERPRISE | PELICAN PRODUCTS- CASES |
| ADONIT | HGST - FULFILLMENT | PENGUIN COMPUTING |
| ADTRAN - BLUESOCKET | HGST - IMSOURCING | PENPOWER |
| ADTRAN - NETVANTA IPT | HGST - MOBILE | PENTAX - RICOH IMAGING |
| ADTRAN - NETVANTA UC | HGST - SERVER | PERLE SYSTEMS |
| ADTRAN - PHONES | HGST - SINGLE | PHILIPS - MONITORS |
| ADTRAN ACCESSORIES F | HGST - SSD | PHILIPS PROJECTORS - XS COMMERCE |
| ADTRAN ACES E | HGST - VIRIDENT | PHILIPS SPEECH PROCESSING |
| ADTRAN CABLES G | HID GLOBAL - FARGO ELECTRONICS | PIONEER PRO |
| ADTRAN GENERAL HARDWARE A ACN | HIGHPOINT TECHNOLOGIES | PIVOT3 |



DISTRIBUTOR AUTHORIZATION FORM

Manufacturers:

| | | |
|-------------------------------------|---------------------------------|-------------------------------------|
| ADTRAN GENERAL HARDWARE REFURB | HIPERWALL | PLANAR DIGITAL SIGNAGE |
| ADTRAN MV | HITACHI PROJECTORS | PLANAR SYSTEMS INC. |
| ADTRAN NETVANTA INTERNETWORKING B K | HITACHI PROJECTORS PROAV | PLANAR TOUCH SCREENS |
| ADTRAN PROCLOUD | HONEYWELL LATIN AMERICA | PLANON |
| ADTRAN REFURB OTHER | HONEYWELL MOBILITY | PLANTRONICS INC |
| ADVANING | HONEYWELL PRINTERS | PLANTRONICS MOBILE |
| ADVENTURE LABS | HONEYWELL SCANNING | PLUGABLE TECHNOLOGIES |
| AIC | HONEYWELL SERVICES | PLUSTEK |
| ALERATEC | HONEYWELL SOFTWARE | PNY MEMORY |
| ALEVA NATURALS | HONEYWELL SOTI | PNY QUADRO |
| ALLIED - NET.COVER | HONEYWELL SUPPLY CHAIN PRODUCTS | PNY VIDEO GRAPHICS |
| ALLIED TELESIS BOX | HOSA-PRO SOUND | POCOYO |
| ALURATEK INC | HP - IMSOURCING | POIN2 LAB |
| AMAZON.COM | HP- IMSOURCING DS | POLYCOM - IMSOURCING |
| AMBIR TECHNOLOGY | HP INC LA - IPG PRINTER LASER | POLYCOM - IMSOURCING DS |
| AMC | HP INC LA - IPG SUPPLIES | POLYCOM - INGRAM CPO DS |
| AMC OPTICS | HP INC. - CHROMEBOOKS | PORTSMITH |
| AMD | HP INC. - CONSUMER ENTRY | POWA POS |
| AMD (LA) | HP INC. - CONSUMER MONITOR | POWERMAX |
| AMER.COM | HP INC. - CONSUMER PRODUCTS | PREMIER MOUNTS |
| AMERICAN BATTERY | HP INC. - CTO | PREMIERTEK |
| AMPED WIRELESS | HP INC. - DESK JETS | PRIMERA TECHNOLOGY (PRINTERS) |
| AMPLIVOX SOUND SYSTEMS | HP INC. - DIGITAL SIGNAGE | PRINTRONIX - ALL OTHER |
| AMSTRON | HP INC. - DIRECT CONNECT | PRINTRONIX - LINE MATRIX |
| AMZER | HP INC. - INK SAP | PRINTRONIX - PRINT CART |
| ANONABOX | HP INC. - INTL (SAP) | PRINTRONIX - THERMAL |
| ANTEC | HP INC. - IPG CAREPACKS | PRINTRONIX/TALLYGENICOM LINE MATRIX |
| ANTHRO | HP INC. - IPG MFP | PRINTRONIX/TALLYGENICOM MEDIA |
| AOC | HP INC. - LASER ACCESSORIES | PROMISE - WARRANTY |
| AOPEN - SOLUTIONS | HP INC. - LASER JET TONERS | PROMISE TECHNOLOGY |
| APANI NETWORKS | HP INC. - LASER JETS | PROOFPOINT - SECURITY |
| APC - IMSOURCING | HP INC. - MEDIA SAP | PSION LA |
| APG | HP INC. - NSB COMPLEX SPECIAL | PSION LA - 2A |
| APG - CONTAINER/SP | HP INC. - NSB DESKTOPS | PTC |
| APPLE - APPLE CARE SERVICES | HP INC. - NSB DISPLAYS | PULSE SECURE |



DISTRIBUTOR AUTHORIZATION FORM

Manufacturers:

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|----------------------------|-----------------------------------|----------------------------|
| APPLE - EOL SYSTEMS | HP INC. - NSB MOBILE WKS | PULSE SECURE - LICENSING |
| APPLE - SYSTEMS | HP INC. - NSB NOTEBOOKS | PULSE SECURE - PROSERVICES |
| APPLE CTO (LA) | HP INC. - NSB OPTIONS | PULSE SECURE - RENEWALS |
| APPLE CTO SYSTEMS | HP INC. - NSB THINCLIENTS | PULSE SECURE - SUPPORT |
| APPLE CTO SYSTEMS - STOCK | HP INC. - NSB WORKSTATIONS | PYLE - PRO SOUND |
| APPLE IPADS | HP INC. - OFFICEJET PRO/ENT X | PYLE AUDIO - HOME A/V |
| APPLE IPODS AND APPLE TV | HP INC. - PLOTTERS | PYLE-CAR AUDIO/VIDEO |
| APPLE MINI IPADS | HP INC. - POS -AMO | PYRAMID TIME SYSTEMS |
| APPLE OPTIONS | HP INC. - POS- CTO BDL | QJO INC |
| APPLE WIRELESS ACCESSORIES | HP INC. - POS- NON SMARTBUY | QLOGIC |
| APPLECARE WARRANTY | HP INC. - POS -OEM | QLOGIC FABRICCACHE |
| APPOSITE | HP INC. - POS -SMART BUY PERI | QLOGIC-SERVICES |
| APPROVED MEMORY CORP. | HP INC. - POS- SMARTBUY | QNAP |
| APPSENSE - LICENSING | HP INC. - POS- SVS WRNTY | QNAP WARRANTIES |
| APPSENSE - TRAINING | HP INC. - PPS LICENSING | Q-SEE |
| APRICORN MASS STORAGE | HP INC. - PROBOOK B | QUANTUM - DLT |
| AQUATIC SAFETY CONCEPTS | HP INC. - PSG CAREPACKS | QUANTUM - DOT HILL |
| ARCSERVE | HP INC. - SB DESKTOP DISPLAYS | QUANTUM - RENEWALS |
| ARCSERVE - APPLIANCES | HP INC. - SB DESKTOP OPTIONS | QUANTUM ACCS (SSG) |
| ARCSERVE - MSP | HP INC. - SB DESKTOPS | QUANTUM AUTOLOADERS (SSG) |
| ARISTA NETWORKS HARDWARE | HP INC. - SB MOBILE WKS | QUANTUM MEDIA AND TAPES |
| ARISTA NETWORKS STOCKING | HP INC. - SB MOBILITY | QUANTUM P-SERIES (SSG) |
| ARKON | HP INC. - SB NOTEBOOK OPTIONS | QUANTUM SERVICES (SSG) |
| ARMORACTIVE DIRECTSHIP | HP INC. - SB NOTEBOOKS | QUANTUM SOFTWARE |
| ARUBA - CARE | HP INC. - SB THINCLIENTS | QUARK LICENSING |
| ARUBA - CENTRAL | HP INC. - SB WORKSTATION DISPLAYS | QVS |
| ARUBA - INSTANT | HP INC. - SB WORKSTATION OPTIONS | RAIN DESIGN |
| ARUBA - LICENSING/SOFTWARE | HP INC. - SB WORKSTATIONS | RARITAN - DC TRACK |
| ARUBA - NON INSTANT | HP INC. - SCANNERS | RARITAN - POWER |
| ARUBA - RENEWALS | HP INC. - SERVICES (SAP) | RARITAN COMPUTER |
| ASANTE | HP INC. - SMARTBUY PSG | RARITAN POWER IQ |
| ASUS - CHROMEBOOK | HP- INGRAM CPO DS | RAZER - GAMING |
| ASUS - COMPONENTS | HPE - ARCSIGHT | RED HAT (LICENSE) |
| ASUS - DISPLAY | HPE - ARUBA | RED HAT ALLIANCE TRAINING |
| ASUS - GAMING NOTEBOOK | HPE - BCS | RED HAT RHX |



DISTRIBUTOR AUTHORIZATION FORM

Manufacturers:

| | | |
|---------------------------------|-------------------------------|-------------------------------|
| ASUS - MOTHERBOARDS | HPE - BLADE OPTIONS | RED HAT-JBOSS |
| ASUS - NOTEBOOK ACCESSORIES | HPE - BLADE SERVERS | RED HAT-RHEV |
| ASUS - NOTEBOOKS | HPE - BUSINESS CLASS STORAGE | RED PLANET |
| ASUS - SYSTEMS | HPE - CAREPACKS | REDBEAM |
| ASUS - TABLETS | HPE - DAYONE CYCLICAL BILLING | REFLEXION NETWORKS |
| ASUS - VGA ATI | HPE - ESOFTWARE | RELAMPIT |
| ASUS - VGA NVIDIA | HPE - IP TELEPHONY | RELIABRAND |
| ASUSTOR | HPE - MEDIA 7A | REPLAY XD - PHOTO VIDEO |
| AT&T | HPE - NETWORKING OTHER | RES - RSP SERVICES |
| AT&T WIRELESS | HPE - PROLIANT SERVERS | RES PROFESSIONAL SERVICES |
| ATDEC | HPE - SERVER OPTIONS | RES RENEWALS |
| ATEN TECHNOLOGIES | HPE - SERVER SMART BUY | RETROSPECT - LICENSING |
| ATLANTIC-PERSONAL & PORTABLE | HPE - SERVICE RENEWALS | REVO |
| ATTACHMATE - VPA | HPE - SERVICES CONTRACTS | REVO AMERICA |
| ATTO TECHNOLOGY | HPE - SWITCHING | REVOLABS |
| AUDIO TECHNICA -PRO SOUND | HPE - TIPPINGPOINT | RF-LINK HOME AUDIO/VIDEO |
| AUDIO VIDEO FURNITURE | HPE - TOP OF RACK | RICOH LASER (PRINTERS) |
| AUDIOVOX-SATELLITE RADIO | HPE - VISTA | RICOH PROJECTORS |
| AUTODESK EMPTY | HPE - WLAN | RICOH SUPPLIES |
| AUTODESK E-TAIL VIRTUAL | HPE LA - ISS | ROAD MICE |
| AUTODESK MEDIA KIT | HPE LA - PROCURVE | ROBERT BOSCH TOOL - DREMEL |
| AUTODESK RETAIL BOX | HPE LA - STORAGE | ROCCAT INC |
| AUTODESK RETAIL VIRTUAL | HYPERSIGN | ROCKY MOUNTAIN-KAT |
| AUTODESK VAR COMMERCIAL | I/O MAGIC CORP | ROCSTOR |
| AUTODESK VCP COMMERCIAL NON ACE | I3INTERNATIONAL | ROCSTORAGE - DS |
| AUTODESK VCP GOVERNMENT | IBM - BRANDED VMWARE | ROSEWILL |
| AVAYA - IMSOURCING | IBM - ENTERPRISE STORAGE | ROYAL SOVEREIGN INTERNATIONAL |
| AVER INFORMATION | IBM - IMSOURCING | RSA - ADAPTIVE AUTHENTICATION |
| AVERATEC INC | IBM - INGRAM CPO DS | RSA - ARCHER |
| AVERMEDIA | IBM - MID RANGE STORAGE | RSA - NETWITNESS |
| AVG BOX | IBM - POWER SYSTEM | RSA - PDP - G |
| AVG GOV | IBM - PURE SYSTEMS SERVICES | RSA SECURITY ANALYTICS |
| AVG LICENSE | IBM - SERVICE ELITE PAYMENTS | RSA - SERVICES |
| AVG OEM | IBM - SERVICEELITE CONTRACTS | RSA - SERVICES & CONSULTING |
| AVG-ED | IBM EDGE | RSA ENVISION |



DISTRIBUTOR AUTHORIZATION FORM

Manufacturers:

| | | |
|--------------------------------|-------------------------------------|-------------------------------------|
| AVOCENT - CYCLADES | IBM EDUCATION | RSA SECURITY |
| AVOCENT - PROAV | IBM- ENTRY LEVEL STORAGE | RSA SECURITY - DLP |
| AVOCENT - PROAV MAINTENANCE | IBM GARS-CLOUD BLUE | RSA SECURITY - OPEN |
| AVOCENT - SECURE PRODUCTS | IBM- IMSOURCING DS | RSA SECURITY HARDWARE |
| AVOCENT AND CYCLADES SERVICES | IBM ISS | RTA PRODUCTS |
| AVOCENT DIGITAL PRODUCTS | IBM LABOR CONTRACTS | SABRENT |
| AVOCENT HUNTSVILLE CORP. | IBM LABOR PSS | SAKAR KIDS |
| AVOCENT SOFTWARE & MAINTENANCE | IBM MANAGED SECURITY SERVICES | SAMSUNG - AV ACCESSORIES |
| AVTEQ | IBM PCDPS | SAMSUNG - CONSUMER TABLETS |
| AVUE | IBM PURE FLEX SYSTEMS CTO & CUSTOM | SAMSUNG - CONSUMER TV |
| AXIOM | IBM SOFTWARE - COGNOS | SAMSUNG - DI |
| AXIS COMMUNICATION INC | IBM SOFTWARE - IM - DATA MGMT | SAMSUNG - DI ACCESSORIES |
| AXIS ELICENSING | IBM SOFTWARE - LOTUS MSGNG & COLL | SAMSUNG - PRO AV |
| AXTON TECHNOLOGIES | IBM SOFTWARE - LOTUS PORTAL | SAMSUNG - SD MEMORY |
| AZDEN-PRO SOUND | IBM SOFTWARE - SAAS PARTIAL BILLING | SAMSUNG - SSD MEMORY |
| AZEND GROUP CORP | IBM SOFTWARE - SS & UC | SAMSUNG - TABLET ACCESSORIES |
| B+B SMARTWORX (IMC NETWORKS) | IBM SOFTWARE - TIV - AUTOMATION | SAMSUNG - WARRANTIES |
| BABY | IBM SOFTWARE - TIV - ENT AST MGMT | SAMSUNG- HOME APPLIANCE |
| BARCO | IBM SOFTWARE - TIV - SEC & COMP MGM | SAMSUNG HOSPITALITY LCD |
| BATTERY TECHNOLOGY | IBM SOFTWARE - TIV - STRG MGMT | SAMSUNG INFORMATION SYSTEMS |
| BELKIN | IBM SOFTWARE - VN - INFOSPHERE | SAMSUNG LARGE FORMAT |
| BELKIN - CABLES | IBM SOFTWARE - W/S -BPM | SAMSUNG MEMORY |
| BELKIN - KVM | IBM SOFTWARE - W/S -CORE | SAMSUNG MOBILITY |
| BELKIN - WEMO | IBM SOFTWARE DOC/MEDIA | SAMSUNG NOTEBOOKS |
| BELKIN MOBILE | IBM SOFTWARE- FILENET | SAMSUNG PRINTER CONSUMABLES |
| BELKIN-LINKSYS REFURB | IBM SOFTWARE LEV | SAMSUNG PRINTER HARDWARE |
| BELLO - HOME AV | IBM SOFTWARE -RATIONAL | SAMSUNG TABLET |
| BEM WIRELESS | IBM SOFTWARE SMARTER CITIES | SAMSUNG TABLETS LA |
| BENQ | IBM SOFTWARE VN SUPPORT PROVIDER | SAMSUNG WARRANTIES AND SERVICES |
| BENQ PROAV | IBM SPSS ENTERPRISE | SAMSUNG WLAN |
| BIC-HOME AUDIO/VIDEO | IBM SPSS STATISTICS | SAMSUNG WLAN - LICENSES AND SERVICE |
| BITDEFENDER | ID TECH | SAMSUNG-DAV |
| BIXOLON | IDEAL IND-CUSTOM INSTALL | SAMSUNG-GALAXY GEAR 2 |
| BIXOLON AMERICA | IGEL | SANDISK |
| BLACK BOX CARTS | IJSS | SANDISK AAFES |



DISTRIBUTOR AUTHORIZATION FORM

Manufacturers:

| | | |
|----------------------------------|-------------------------------------|-------------------------------------|
| BLACK BOX CORPORATION | IM CHOICE ADVANTAGE - GOVED | SANDISK BULK |
| BLACKBERRY | IM CHOICE ADVANTAGE - TECH SUPPORT | SANDISK CORPORATION |
| BLACKBERRY 12 VAS | IM ENGRAVING | SANDISK LA |
| BLACKBERRY ACCESSORIES | IM MOBILITY TEST SUB 2 | SANDISK MOBILE |
| BLACKBERRY GOVERNMENT SALES | IMAGE MECHANICS | SANDY LISA |
| BLACKBERRY GOVT 12 VAS | IMATION CORPORATION - COMMERCIAL | SANGEAN-PERSONAL & PORTABLE |
| BLISSLIGHTS | IMATION CORPORATION - CONSUMER | SANS DIGITAL |
| BLITZCAST NETWORK INC | IMATION IRONKEY | SAP - DATABASE & TECHNOLOGY |
| BLU-BRIGHTPOINT | IMCE SERVICES | SAP BUSINESS OBJECTS |
| BMC SOFTWARE | IMPULSE POINT DIRECTSHIP | SAP BUSINESS OBJECTS LICENSING |
| BMC-NUMARA LICENSING | IMSOURCING | SAPPHIRE |
| BODYGUARDZ | IMSOURCING - DS | SATO - CLASS 20 |
| BOICE ENTERPRISES INC. | IMSOURCING - NSP | SATO - CLASS 30 |
| BOSCH SECURITY AL | IMSOURCING - SAMSUNG | SATO - CLASS 35 |
| BOSCH SECURITY AUDIO | INCIPIO | SCALA |
| BOSCH SECURITY VIDEO | INFOCUS | SCALE COMPUTING |
| BOSS AUDIO-CAR AUDIO/VIDEO | INFOCUS PROAV | SCANNX - HARDWARE |
| BOX INC | INFOLOCK TECHNOLOGIES | SCANNX - LICENSING |
| BRACKETRON | INFORMA SOFTWARE | SCANSAFE SERVICES LLC/CISCO |
| BRAIN CENTER AMERICA | INFORMA SOFTWARE DIRECT SHIP | SCHNEIDER ELECTRIC IT - CONTAINER |
| BRAINBOXES | INFOSONIC - VERYKOOL LA | SCHNEIDER ELECTRIC IT - DIRECT SHIP |
| BRANDED LOGISTICS | INFRASCALE INC DIRECT SHIP | SCHNEIDER ELECTRIC IT - WARRANTY |
| BRAWN CONSULTING | INGENICO | SCHNEIDER ELECTRIC IT USA |
| BRETFORD MANUFACTURING | INGRAM - CPO SYSTEMS DS | SCHNEIDER ELECTRIC IT-ISX DELL ONLY |
| BRICKCOM | INGRAM CPO DELL | SDI TECHNOLOGIES-PERSONAL & PORTABL |
| BRIGHT COMPUTING | INGRAM CPO HP | SDJ TECHNOLOGIES - MONSTER |
| BRIGHTPOINT NA | INGRAM CPO IBM | SEAGATE - DATA RECOVERY |
| BRIGHTSIGN | INGRAM CPO LENOVO | SEAGATE - ESG |
| BROTHER INT L (SUPPLIES) | INGRAM CPO - OPTIONS DS | SEAGATE - ESG SINGLE |
| BROTHER INTERNATIONAL | INGRAM CPO POLYCOM | SEAGATE - IMSOURCING |
| BROTHER INTL (PRINTERS) | INGRAM CPO CISCO | SEAGATE - IMSOURCING DS |
| BROTHER MOBILE - MEDIA | INGRAM CPO OPTIONS | SEAGATE - INGRAM CPO DS |
| BROTHER MOBILE SOLUTIONS | INGRAM CPO SEAGATE | SEAGATE - NSG |
| BROTHER MOBILE SOLUTIONS - MEDIA | INGRAM CPO SYSTEMS | SEAGATE - NSG SINGLE |
| BROTHER MPRINT HARDWARE | INGRAM MICRO CONTENT CREATION SERVI | SEAGATE - PSG |



DISTRIBUTOR AUTHORIZATION FORM

Manufacturers:

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|-------------------------------------|-------------------------------------|-------------------------------------|
| BROTHER PJ6 HARDWARE | INGRAM MICRO GLOBAL TRAINING | SEAGATE - PSG SINGLE |
| BROTHER RJ4 HARDWARE | INGRAM MICRO SERVICES LLC | SEAGATE - RETAIL |
| BROTHER WARRANTY AND PRINTER MOUNTS | INGRAM MICRO TRAINING - CISCO | SEAGATE - SAMSUNG |
| BUFFALO AMERICAS - CONSUMER NAS | INGRAM MICRO TRAINING - JUNIPER | SEAGATE (LA) MAXTOR PDTS |
| BUFFALO AMERICAS - DAS | INGRAM MICRO TRAINING - MICROSOFT | SEAGATE CSS |
| BUFFALO AMERICAS - NETWORKING | INGRAM MICRO TRAINING - OTHER | SEAGATE LA EXTERNAL |
| BUFFALO AMERICAS INC | INGRAM MICRO TRAINING - VMWARE | SEAGATE LACIE |
| BUSLINK MEDIA | INGRAM MICRO TRAINING HP | SECURE CHANNELS INC DIRECT SHIP |
| C2G | INNODESIGN INC. | SEH TECHNOLOGY |
| C2G - AUDIO UNLIMITED | INNOVATION FIRST / RACK SOLUTIONS | SEIKI LLC |
| C2G - AV LINE | INTEGRATED ARCHIVE SYSTEMS | SEIKO INSTRUMENTS |
| C2G - BULK | INTEL | SENECA DATA |
| C2G - DIGITAL SIGNAGE | INTEL - DESKTOP TRAY CPU | SENNHEISER |
| C2G - KVM & NETWORKING | INTEL - ESG | SHARP AQUOS/CONSUMER WARRANTY |
| C2G CUSTOM | INTEL - IMSOURCING | SHARP ELECT - LARGE FORMAT DISPLAYS |
| C2G TRANSCEIVERS | INTEL - IMSOURCING DS | SHARP WARRANTIES |
| CA - APPLOGIC | INTEL - MOTHERBOARDS | SHARPER IMAGE |
| CA - CLOUD | INTEL - NETWORKING | SHORETEL - SPECIAL |
| CA - ERWIN | INTEL - SERVER CPU | SHUTTLE COMPUTER |
| CA - NIMSOFT MONITOR | INTEL - SERVER CPU -TRAY | SIGNAGELIVE |
| CAD AUDIO | INTEL - SPARES/ACCESSORIES | SIIG INC |
| CALERO SOFTWARE | INTEL - SSD | SIIG-PROAV |
| CALRAD | INTEL COMPUTE STICK | SILEX TECHNOLOGY |
| CANARY COMMUNICATIONS | INTEL -EXP (LA) | SIMA-PHOTO VIDEO |
| CANON | INTEL NETWORKING - QLOGIC/INFINIBAN | SKB PRODUCTS - SGC |
| CANON - ACCESSORIES | INTEL NUC MOTHERBOARDS | SKYKICK |
| CANON COMPUTER (SUPPLIES) | INTEL RAID | SKYTEX TECHNOLOGY |
| CANON COMPUTER SYS. INC. | INTEL SERVER LA | SMART |
| CANON LASER - CONSUMABLES | INTEL TRAY LA | SMK (GYRATION/MOVEA) |
| CANON USA - PRINTERS | INTERMEC ACCESSORIES | SMK-LINK |
| CANON USA - SCANNERS | INTERMEC DESKTOP PRINTERS | SMS AUDIO - HEADPHONES |
| CANON WARRANTIES | INTERMEC GSA | SOCKET MOBILE |
| CANON-PHOTO VIDEO | INTERMEC INDUSTRIAL PRINTERS | SOCKET MOBILE - ACCESSORIES |
| CAPSA - RUBBERMAID HEALTHCARE | INTERMEC MEDIA | SOCKET MOBILE - WARRANTY & SERVICES |
| CASE LOGIC-PERSONAL & PORTABLE | INTERMEC MOBILE PRINTERS | SOLARFLARE COMMUNICATION |



DISTRIBUTOR AUTHORIZATION FORM

Manufacturers:

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| CASIO ECR-COMPUTER | INTERMEC MOBILITY | SOLERATEC |
| CASIO-COMPUTER | INTERMEC NETWORKING | SOLIDFIRE |
| CASIO-TELEVISIONS & PROJECTORS | INTERMEC PRODUCT LINKS | SONICWALL - HARDWARE |
| CBT SUPPLY | INTERMEC RFID | SONICWALL - NSA HARDWARE |
| CCX CORPORATION | INTERMEC SCANNING | SONICWALL - NSA LICENSING |
| CENOIRE | INTERMEC SERVICES | SONICWALL - SOFTWARE |
| CHAMBERLAIN | INTERMEC SOFTWARE | SONICWALL NFR AND HA PRODUCTS |
| CHANNEL SOURCES | INTUIT | SONNET TECHNOLOGIES |
| CHANNEL SOURCES - BUSINESS LOGIC CO | INTUIT - DC/POS BUNDLES | SONOS INC. |
| CHECK POINT SOFTWARE | INTUIT ACADEMIC | SONY - DI VIRTUAL WARRANTIES |
| CHECK POINT-CAT SS | INTUIT- DC/POS LICENSING | SONY ELECTRONICS |
| CHECKPOINT | INTUIT POS HW BUNDLES | SONY -MEDIA |
| CHELSIO COMMUNICATIONS | INTUIT QUICKBOOKS DESKTOP SOFTWARE | SOPHOS MAINT SUPPORT |
| CHERRY | INTUIT QUICKBOOKS POS SW + HW BUNDL | SOPHOS MM ENT NON UTM |
| CHERRY GOVERNMENT | INTUIT STANDALONE POS HW PERIPHERAL | SOPHOS MM ENT UTM |
| CHERRY HEALTHCARE | IOGEAR | SOPHOS PRO SERVICES |
| CHIEF | ION-PRO SOUND | SOPHOS SMB NON UTM |
| CHIP PC | IOSAFE | SOPHOS SMB UTM |
| CHIP PC DIRECTSHIP | IOSAFE DIRECT SHIP | SOURCEFIRE |
| CISCO - ASR9K | IPCONFIGURE | SPARKLE POWER |
| CISCO - CCW LEARNING CREDITS | IRIS | SPECO OBSERVATION/SECURITY |
| CISCO - CCW MULTI YEAR | ISONAS | SPRACHT |
| CISCO - CDW ONLY MULTIYEAR SMARTNET | ISTARUSA | STADIA MEDIA LLC |
| CISCO - CISCO CCW SERVICES | ITSENCLUSURES DIRECTSHIP | STAR MICRONICS |
| CISCO - EDELIVERY | IVIDEON GROUP | STAR MICRONICS LA |
| CISCO - EDELIVERY BORDERLESS NTRKS | IVINA | STAR MICRONICS NC_NR |
| CISCO - EDELIVERY DATA CENTER | JAEGA SOFTWARE | STAR MICRONICS SPARES |
| CISCO - FUSIONSTORM | JARDEN | STAR MICRONICS-SVC |
| CISCO - HW APP NETWRK SERVICES | JATON | STARTECH.COM |
| CISCO - HW CABLES AND TRANSCEIVERS | JAWBONE | STEELSERIES |
| CISCO - HW DATA CENTER SWITCHING | JC TECHNOLOGIES | STEREN-CUSTOM INSTALL |
| CISCO - HW DIRECT SHIP | JELCO | STORIX |
| CISCO - HW HIGH END ROUTERS | JNL-BOUNTY HUNTER | SUMMER INFANT |
| CISCO - HW NETWORK MGMT/IOS | JNL-NIGHT OWL OPTICS | SUPERMICRO |
| CISCO - HW NEXUS | JUNIPER - CONFIGURATIONS | SUPERMICRO COMPUTER INC |



DISTRIBUTOR AUTHORIZATION FORM

Manufacturers:

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| CISCO - HW OPTICAL NETWORKING | JUNIPER - IMSOURCING DS | SUPERSONIC INC. |
| CISCO - HW ROUTERS - HR | JUNIPER - TRAPEZE | SURGEX |
| CISCO - HW ROUTERS L/M | JUNIPER 500/5000 | SWAIVE |
| CISCO - HW SECURITY | JUNIPER ACCESS CONTROL | SWANN |
| CISCO - HW STORAGE | JUNIPER APAC SUPPORT | SWANN PROFESSIONAL |
| CISCO - HW SWITCHES CHS | JUNIPER CONTENT SUBS AND FUNK SBR | SYBA |
| CISCO - HW SWITCHES DT | JUNIPER CTP | SYMANTEC |
| CISCO - HW TAA | JUNIPER EMEA SUPPORT | SYMANTEC - ACADEMIC |
| CISCO HW TANDBERG VIDEO | JUNIPER ENTERPRISE ROUTING | SYMANTEC - APPLIANCE |
| CISCO - HW UNIFIED COMM | JUNIPER EX SERIES SWITCHING | SYMANTEC - LOGISTICS |
| CISCO - HW UNIFIED COMM RESTRICTED | JUNIPER FIREWALL VPN | SYMANTEC - OEM |
| CISCO HW VIDEO | JUNIPER H/E SW SRX BRANCH SRX LIC | SYMANTEC - OFFICEMAX/FRY S |
| CISCO - HW VOICE REFURB | JUNIPER IDP | SYMANTEC - VERISIGN LICENSING |
| CISCO - HW WIRELESS | JUNIPER NETWORKING | SYMANTEC AUTHORIZED EXPRESS CORP |
| CISCO - HW WIRELESS REFURB | JUNIPER NEW SUPPORT | SYMANTEC CLOUD SERVICES |
| CISCO - IMSOURCING | JUNIPER PRO SERVICES | SYMANTEC ENTERPRISE TRAINING |
| CISCO - IMSOURCING DS | JUNIPER RENEWALS | SYMANTEC EXPRESS LICENSING (CORP) |
| CISCO - IRONPORT SERVICE | JUNIPER SECURE ACCESS LICENSING | SYMANTEC EXPRESS LICENSING- ACAD |
| CISCO - IRONPORT SUBSCRIPTION | JUNIPER SECURE ACCESS PRODUCT | SYMANTEC EXPRESS LICENSING- GOV T |
| CISCO - IRONPORT TAKEOVER | JUNIPER SPI | SYMANTEC- EXSP LICENISNG PROGRAM |
| CISCO - MERAKI | JUNIPER WLAN LICENSES | SYMANTEC- INSTALLMENT |
| CISCO - PROAV | JUNIPER WX HARDWARE | SYMANTEC MEDIA |
| CISCO - SMALL BUSINESS PRO | JUNIPER-IMSOURCING | SYMANTEC RETAIL |
| CISCO - SMART CARE | JVC-CAMERAS | SYMANTEC REWARDS LICENSING PROGRAM |
| CISCO - SOURCEFIRE | JVC-HEADPHONES | SYMANTEC SPECIAL PROGRAMS |
| CISCO - SV ISV1 | KANGURU | SYMANTEC TRAINING/TECH SUPPORT |
| CISCO - SV - SMART CARE | KANGURU DIRECT SHIP | SYMANTEC/AMAZON |
| CISCO - SV - SMART CARE TAKE OVER | KASPERSKY - BOX | SYMANTEC-SEP. CLOUD. ML |
| CISCO - SV DIRECT SHIP | KASPERSKY - CONSUMER LICENSING | SYMBOL - ALL OTHER |
| CISCO - SV PACKAGE SERVICES | KASPERSKY - LIC/MAINT | SYMBOL ADC - 1C |
| CISCO - SV PROMO | KB COVERS | SYMBOL DC - IA |
| CISCO - SV SMS-3 | KEMP - DS | SYMBOL IMC - 3RD PARTY |
| CISCO - TAKEOVER ENTERPRISE SKUS | KEMP TECHNOLOGIES | SYMBOL IMC - CONFIGURED TERMINALS |
| CISCO - TAKEOVER SMS DOLLAR BASED | KENSINGTON TECHNOLOGY - MOBILE | SYMBOL IMC - ISERV SERVICES |
| CISCO - UCS | KENSINGTON TECHNOLOGY - PROAV | SYMBOL IMC-8580/8590 & OEM SCANNERS |



DISTRIBUTOR AUTHORIZATION FORM

Manufacturers:

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| CISCO - UCS BTO | KENSINGTON TECHNOLOGY - SECURITY | SYMBOL IMC-PERIPHERAL & ACCESSORIES |
| CISCO - UNIFIED COMM DS | KENSINGTON TECHNOLOGY GROUP | SYMBOL IMC-SW LICs AND MAINTENANCE |
| CISCO CCW SERVICES | KEYTRONIC | SYMBOL MC - 1A |
| CISCO DIGITAL MEDIA | KIDCO | SYMBOL MC - 1A D/S |
| CISCO- INGRAM CPO DS | KIDS | SYMBOL MC - 1B |
| CISCO LA - EDELIVERY | KINGSTON | SYMBOL RF - 1A |
| CISCO LA - SERVICES | KINGSTON - VALUE RAM | SYMBOL SV - 3A |
| CISCO SMALL BUSINESS 2 | KINGSTON DIGITAL MEDIA LA | SYMBOL SV - 3B |
| CISCO SMALL BUSINESS 3 | KINGSTON MOBILE | SYMBOL WI - 1D |
| CISCO SMARTNET PSS SHARED SUPPORT | KINGSTON PROPETARY (LA) | SYMBOL WI - 1E |
| CISCO WEBEX SAAS | KINGSTON SSD | SYMBOL WLAN - 1F |
| CISCO-HP | KINGSTON TECHNOLOGY DT & NOTEBOOKS | SYMBOL WLAN - 1F D/S |
| CISCO-SCANSAFE CCW | KINGSTON TECHNOLOGY FLASH | SYMBOL-MOTOROLA LA |
| CITRIX - ACCESS GATEWAY | KINGSTON TECHNOLOGY SERVER | SYNOLOGY |
| CITRIX - CALC | KINIVO | T1 VISIONS |
| CITRIX - CLOUDSTACK | KLIPSCH | TABLET EXPRESS |
| CITRIX - CSP | KOBO INC. | TANDBERG / EXABYTE - SSP |
| CITRIX - ESSENTIALS XENSERVER | KOCASO(GLOBAL PCT&S) | TANDBERG DATA - LTO |
| CITRIX - KAVIZA | KODAK - EMA SERVICES | TANDBERG DATA CORP |
| CITRIX - MISC | KODAK MA SERVICES | TANGENT |
| CITRIX - NETSCALER | KODAK SCANNERS | TARGUS |
| CITRIX - TRAINING | KOFAX | TARGUS MOBILE |
| CITRIX - WORKSPACE SUITE | KONFTEL | TECHNO SOURCE |
| CITRIX - XENAPP FUNDAMENTALS | KONICA MINOLTA - SUPPLIES | TEKLYNX |
| CITRIX - XENMOBILE | KONICA MINOLTA PRINTING | TEK-REPUBLIC |
| CITRIX COURSEWARE BOOKS | KOSS-HEADPHONES | TELSTAR |
| CITRIX WANSCALER | KT&C | TELY LABS |
| CITRIX XENAPP | KURIO | TENABLE NETWORK |
| CITRIX XENDESKTOP | LACIE - PROFESSIONAL | TENABLE NETWORK - RENEWAL |
| CLARITY-TELECOM | LACIE - SERVICES | TENABLE SECURITY CENTER NEW |
| CLEARONE | LANCOPE INC | TENABLE TRAINING |
| CMS PRODUCTS | LANCOPE INC. - MAINT AND SUPPORT 3Y | TENABLE-SECURITY CENTER RENEWAL |
| COBRA | LANCOPE INC. - SRVC AND TRAINING | TIC |
| COCOON INNOVATIONS | LANCOPE INC.- MAINT AND SUPPORT | TICKERCOM |
| COGNITIVE | LANDESK - SHAVLIK PRODUCTS | TIMBUK2 - CASES |



DISTRIBUTOR AUTHORIZATION FORM

Manufacturers:

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| COGNITIVE- MEDIA AND ACCESSORIES | LANTRONIX | T-MOBILE |
| COLEMAN-OUTDOOR | LANTRONIX DEVICE NETWORKING | TMS |
| COM TRADE LIC SUPPORT | LANTRONIX SERVICES | TOFFEE INTERNATIONAL PTY LTD |
| COMNET | LAVU INC. | TOP & TECH |
| COMODO SECURITY SOLUTIONS | LEAP MOTION | TOPAZ SYSTEMS |
| COMODO SECURITY SOLUTIONS DS | LENOVO - DESKTOP OPTIONS | TOSHIBA - BTO |
| COMPREHENSIVE CABLE | LENOVO - DESKTOPS | TOSHIBA - IMSOURCING |
| COMPULOCKS | LENOVO - INGRAM CPO DS | TOSHIBA - NOTEBOOK ACCESSORIES |
| COMPUTER SECURITY PRODUCT | LENOVO - MONITORS | TOSHIBA - SERVICES |
| COMQUIP COMMUNICATIONS | LENOVO - PRO AV | TOSHIBA HARD DRIVES |
| COMTRADE 3-YEAR SUPPORT | LENOVO - SERVER OPTIONS | TOSHIBA RETAIL |
| COMTRADE USA | LENOVO - THINKPAD OPTIONS | TOSHIBA SYSTEMS |
| COMTREND | LENOVO - THINKPADS | TOSHIBA TABLETS |
| COMTROL CORP. | LENOVO - THINKSERVER CORPORATE | TOTAL TRAINING |
| CONAIR HOSPITALITY | LENOVO - THINKSERVER TS | TOUCHSYSTEMS |
| CONAIR-B STOCK | LENOVO - X86 BLADES | TOYS |
| CONAIR-CUISINART | LENOVO - X86 BRANDED VMWARE | TP LINK |
| CONAIR-PERSONAL CARE | LENOVO - X86 EXPRESS 1&2 SOCKET | TPG |
| CONAIR-TRAVEL SMART | LENOVO - X86 MS SOFTWARE | TRADE KREATIVE SOLUTIONS GROUP - KI |
| CONAIR-WARING PRO | LENOVO - X86 POST WARRANTY SUPPORT | TRANSCEND |
| CONDUSIV TECHNOLOGIES | LENOVO - X86 PURE SYSTEMS | TRANSCEND LAT |
| CONDUSIV TECHNOLOGIES GOVT LICENSE | LENOVO - X86 PURE SYSTEMS SERVICES | TRANSITION NETWORKS |
| CONDUSIV TECHNOLOGIES LICENSING | LENOVO - X86 REMOTE TECH SUPPORT | TREND MICRO - ACAD / GOVT |
| CONFIG 1 | LENOVO - X86 SERVER 1&2 SOCKET | TREND MICRO - BOX |
| CONFIG 6 | LENOVO - X86 SERVER OPTIONS | TREND MICRO - DEEP SECURITY |
| CONNECTPRO | LENOVO - X86 SERVERS | TREND MICRO - HARDWARE APPLIANCE |
| CONTEX - SPARE PARTS | LENOVO - X86 SERVICE PAQS | TREND MICRO - LICENSING |
| CONTEX A/S | LENOVO - X86 SERVICEELITE CONTRACTS | TREND MICRO - PREMIUM SUPPORT |
| CONVERGENCE | LENOVO - X86 SERVICES | TREND MICRO MAINTENANCE |
| COOLER MASTER USA | LENOVO - X86 XSERIES STORAGE | TREND MICRO S1 |
| CORE BTS INC | LENOVO CUSTOM TP AND DT | TRENDNET - BUSINESS CLASS |
| COREL | LENOVO IDEACENTRE | TRIDENT CASE |
| COREL - ACADEMIC PRODUCT | LENOVO IDEAPAD | TRIPLETT TOOLS & METERS |
| COREL - GOVT | LENOVO PC LA | TRIPLETT--BYTE BROS |
| COREL LICENSING ACADEMIC | LENOVO RETAIL OPTIONS | TRIPP LITE |



DISTRIBUTOR AUTHORIZATION FORM

Manufacturers:

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| COREL LICENSING COMMERCIAL | LENOVO SERVICES | TRIPP LITE - PRO AV |
| CORSAIR VALUE SELECT | LENOVO- SOFTWARE | TRIPPLITE |
| CORSAIR XMS | LENOVO STORAGE CORPORATE | TROY JAMES BOYS |
| CORTADO | LENOVO STORAGE SERVICES | TRYTEN |
| CP TECHNOLOGIES | LENOVO STORAGE TOPSELLER | TURTLE BEACH SYSTEMS |
| CRADLEPOINT | LENOVO THINKSERV SERVICES | TWELVE SOUTH |
| CRADLEPOINT - ARC | LENOVO THINKSTATIONS | UBIQUITI NETWORKS |
| CRADLEPOINT - WARRANTIES | LENOVO TOPSELLER DT | ULTRALIFE BATTERIES |
| CRU | LENOVO TOPSELLER THINKSTATION | UNCAGED ERGONOMICS |
| CTL CORP | LENOVO TOPSELLER TP | UNIDEN - OBSERVATION & SECURITY |
| CTL DIRECT SHIP | LEUPOLD | UNIDEN 2-WAY RADIO |
| CURTIS INTL. | LEXIBOOKS | UNIFORM INDUSTRIAL CORPORATION |
| CYBER ACOUSTICS | LEXMARK - BPD SUPPLIES | UNIGUEST |
| CYBER POWER SYSTEMS DS | LEXMARK - SERVICES | UNIRISE USA |
| CYBERDATA | LEXMARK PARTS | UNITECH |
| CYBERLINK DIRECT SHIP | LEXMARK PRINTERS | UNITECH - ALL ACCESSORIES |
| CYBERLINK USA (CSDC) | LEXMARK SUPPLIES | UNITECH - ALL TERMINALS |
| CYBERNET | LG - EW2 | UNITECH AMERICA LA/MEX |
| CYBERPOWER SYSTEMS USA | LG - NETWORK ATTACHED STORAGE | UNYPOS INTERNATIONAL |
| CYGNETT | LG COMMERCIAL PRODUCTS | UPLOGIX |
| DA-LITE | LG DIGITAL/AUDIO/VIDEO | UPPER DESK INC. |
| DANE ELEC-MEMORY/BLANK MEDIA | LG ELECTRONICS | URBAN FACTORY |
| DANNY P | LG HOSPITALITY | US ROBOTICS - ACCESSORIES |
| DASCOM | LG WARRANTIES | US ROBOTICS - BRANDED DESKTOP |
| DATA LOCKER | LIEBERT - CUSTOM SKU/NON-EDI | UTILITY ASSOCIATES |
| DATACOMM-CUSTOM INSTALL | LIEBERT - EP1 | V2 TECHNOLOGIES DIRECT SHIP |
| DATACORE | LIEBERT - EP1 WARR/SERV | V7 |
| DATACORE SERVICES | LIEBERT - LES PRODUCTS | V7 AUDIO |
| DATALOGIC | LIEBERT - SOFTWARE | V7 HUBS AND CARD READER |
| DATALOGIC ADC - CLASS 1 | LIEBERT - SP1 | V7 KEYBOARDS & MICE |
| DATALOGIC ADC - CLASS 10 | LIEBERT - SP1 WARR/SERV | V7 LCD MONITORS |
| DATALOGIC ADC - CLASS 12 | LIFENSOUL | V7 MEMORY |
| DATALOGIC ADC - CLASS 2 | LIFEPROOF | V7 MOBILITY ACCESSORIES |
| DATALOGIC ADC - CLASS 4 | LINKSYS | V7 MOUNTS AND STANDS |
| DATALOGIC ADC - CLASS 5 | LOGIC CONTROLS | V7 NOTEBOOK CARRYING CASES |



DISTRIBUTOR AUTHORIZATION FORM

Manufacturers:

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| DATALOGIC ADC - CLASS 6 | LOGITECH - COMPUTER ACCESSORIES | V7 POWER |
| DATALOGIC ADC - CLASS 7 | LOGITECH (LA) | V7 PROJECTORS |
| DATALOGIC ADC - CLASS 8 | LOREX-OBSERVATION/SECURITY | V7 SCREEN FILTERS |
| DATALOGIC ADC - CLASS 9 | LUMENS INTEGRATION INC. | V7 SECURITY ACCESSORIES |
| DATALOGIC ADC - INACTIVE | M & A TECHNOLOGY | V7 TONER |
| DATALOGIC ADC - NOCP | M&S ACCESSORY NETWORK | V7 WEB CAMS |
| DATALOGIC ADC -CLASS 11 | MACALLY PERIPHERALS | V7-BATTERIES |
| DATAMATION | MAD CATZ-VIDEO GAME | V7-CABLES |
| DATAMAX - E CLASS PRINTERS | MAGLITE | V7G-REFURBISH |
| DATAMAX - LA E-CLASS | MAGTEK | VALKEE OY |
| DATAMAX - LA I-CLASS | MAGTEK - MSR READERS | VANGUARD |
| DATAMAX - M/I/H/W/MP CLASS | MAGTEK NR | VAULT LOGIX |
| DATAMAX - S-CLASS | MAKERBOT | VEEAM - CLOUD |
| DATAMAX LA - TPPP | MAKERBOT ACC | VEEAM SOFTWARE |
| DATAMAX- LA FIOSP | MARINER SOFTWARE | VEEAM SOFTWARE - LATAM |
| DATAMAX MEDIA | MAX CASES | VEEAM SOFTWARE - RNWL |
| DATAMAX-EXT REWINDERS AND MCL SW | MAX CASES DS | VEEAM SUPPORT |
| DATAMAX-PORTABLE PRINT AND ACCESS | MAXELL | VERBATIM CORPORATION |
| DATAMAX-SPARE PARTS AND SERVICES | MAXELL - BATTERIES | VERIFONE |
| DATARAM | MAXELL-HEADPHONES | VERITAS BACKUPEX - RENEW |
| DATASTOR | MCAFEE NETWORK SECURITY GHE | VERITAS BACKUPEX NEW |
| DBL | MCAFEE PREMIUM SUPPORT AND SERVICES | VERITAS- BOX |
| DECODED | MCAFEE RETAIL (LA) | VERITAS BUYING PROGRAMS - NEW |
| DELL - AVOCENT | MCAFEE RETAIL BOXED PRODUCT | VERITAS BUYING PROGRAMS - RENEWAL |
| DELL - AVOCENT WARRANTY | MCAFEE SECURITY MGMT CORP | VERITAS EXSP |
| DELL - FEDERAL | MCAFEE SECURITY MGMT GHE | VERITAS HARDWARE |
| DELL - IMSOURCING | MCKLEIN COMPUTER CASES | VERITAS SPECIAL PROGRAMS |
| DELL - IMSOURCING DS | MECAM LLC | VERS |
| DELL - INGRAM CPO DS | MEDIPLAY | VICTORINOX SWISS ARMY INC. |
| DELL (LA) | MELISSA & DOUG | VIEWSONIC |
| DELL CHROMEBOOKS | MELLANOX - INGRAM CPO DS | VIEWSONIC DISPLAYS |
| DELL CTO | MELLANOX SW | VIEWSONIC LFD |
| DELL ESG CTO | MELLANOX TECHNOLOGIES | VIEWSONIC PROAV |
| DELL FEDERAL | MERAKI - LEGACY | VIEWSONIC VA |
| DELL KACE | MERU - ACCESSORIES | VIEWZ |



DISTRIBUTOR AUTHORIZATION FORM

Manufacturers:

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| DELL LATITUDE | MERU - PRODUCT | VINPOWER DIGITAL DIRECTSHIP |
| DELL MONITORS | MERU - SUPPORT | VIOLIN MEMORY |
| DELL- NETWORKING | METAL WARE - NESCO | VISION SYSTEMS - GEOVISION |
| DELL OPTIPLEX | METRA-CAR AUDIO/VIDEO | VISIONEER (SCANNERS) |
| DELL PERIPHERALS | METROPOLITAN VACUUM CLEANER CO | VISIONEER SCANNERS |
| DELL PRECISION | MICRO FOCUS (PREVIOUSLY NETMANAGE) | VISIONTEK |
| DELL PRINTER ACCESSORIES | MICRON | VISUAL LAND |
| DELL PRINTERS | MICRON CONSUMER PRODUCTS GROUP | VISUAL LAND DIRECT SHIP ONLY |
| DELL PROJECTORS | MICRONET | VIVITEK |
| DELL SERVERS | MICROSEMI FTD | VIVOTEK |
| DELL SOFTWARE | MICROSEMI POE SYSTEMS | VIZIO |
| DELL SOFTWARE - RENEWAL | MICROSOFT | VIZIO - HOME AV |
| DELL- SOFTWARE CTO | MICROSOFT - OPEN VALUE OFFICE365 E | VIZIO - WARRANTIES |
| DELL- STORAGE | MICROSOFT - OPEN VALUE OFFICE365 M | VMWARE - FEDERAL |
| DELL TABLETS | MICROSOFT / TOSHIBA | VMWARE - FEDERAL RENEWAL |
| DELL THIN CLIENT HARDWARE | MICROSOFT CAMPUS AGREEMENT | VMWARE - FEDERAL SUPPORT |
| DELL VOSTRO | MICROSOFT- ESD | VMWARE - LICENSING |
| DELL WARRANTIES | MICROSOFT HARDWARE | VMWARE - VCHS |
| DIALOGIC - BUNDLED PRODUCT | MICROSOFT LICENSING GE | VMWARE LICENSING |
| DIALOGIC (US) INC | MICROSOFT MENTOR MEDIA | VMWARE RENEWAL |
| DIALOGIC (US) INCBOX | MICROSOFT OFFICE PKC | VMWARE VSPP |
| DIAMOND MULTIMEDIA | MICROSOFT OPEN ACADEMIC | VOXX - ACCESSORIES |
| DIGI INTERNATIONAL | MICROSOFT OPEN BUSINESS 500+POINTS | VPN DYNAMICS |
| DIGITAL INN-AV CARE & MEDIA STORAGE | MICROSOFT OPEN CHARITY | VSN MOBIL |
| DISTINOW | MICROSOFT OPEN GOVERNMENT | VS-NETWORKS |
| DISTINOW - SVA | MICROSOFT- OPEN OFFICE365 E | VTECH |
| D-LINK BUSINESS PRODUCTS SOLUTIONS | MICROSOFT- OPEN OFFICE365 M | VULCAN ELECTRONICS |
| D-LINK SERVICE & MAINTENANCE | MICROSOFT OPEN VALUE 250 ANNUITY | VULCAN ELECTRONICS- DIRECT SHIP |
| D-LINK SYSTEMS INC | MICROSOFT OPEN VALUE 250 FULL PAY | VUPOINT SOLUTIONS |
| DOCKETPORT.COM | MICROSOFT OVS-ES PROGRAM ACAD | VXI |
| DOCUSIGN | MICROSOFT SCHOOL AGREEMENT | WACOM |
| DOD TECH | MICROSOFT- SPLA LICENSING | WACOM ACADEMIC |
| DOTWORKZ | MICROSOFT SURFACE | WAHL APPLIANCES |
| DOUBLESIGHT DISPLAYS | MICROSOFT SURFACE ACCESSORIES | WARRENTech-WARRANTEES |
| DOUBLESIGHT DISPLAYS DIRECTSHIP | MICROSOFT SURFACE WARRANTY | WASP BARCODE TECHNOLOGIES |



DISTRIBUTOR AUTHORIZATION FORM

Manufacturers:

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| DPI/GPX-PERSONAL & PORTABLE | MICROSOFT WWF | WASP FAST START/SILVER PARTNERS |
| DRAPER | MIDLAND-2 WAY RADIOS | WASP GOLD PARTNERS |
| DRAPER - DS | MILESTONE SYSTEMS | WASP PLATINUM PARTNERS |
| DREAMBABY | MILESTONE-SANUS | WATCHGUARD - RENEWALS |
| DROBO | MIMIO | WATCHGUARD - VIRTUAL SOLUTIONS |
| DUVOICE | MIMIO DIRECTSHIP | WATCHGUARD SERVICES |
| DYMO | MIMO MONITORS | WATCHGUARD SOHO & SOFTWARE |
| DYMO CORPORATION | MIO PHYSICAL | WATCHGUARD SOHO SERVICES |
| DYNASCAN | MIRACLE BUSINESS | WATCHGUARD TECHNOLOGIES |
| EATON | MITAC-MAGELLAN | WATCHGUARD TECHNOLOGIES INC |
| EATON - DIRECT SHIP | MIZCO-HEADPHONES | WATCHGUARD XTM HARDWARE |
| EATON LA | MMF | WATCHGUARD XTM LICENSING |
| ECO STYLE | MOBILE EDGE | WAVE SYSTEMS |
| ECOMASTER TECHNOLOGY | MOBOTIX | WAVE SYSTEMS - SAFEND |
| EDGE TECH | MOFF INC. | WAVELINK |
| EDGE TECH CORPORATION | MOTA | WD - CUSTOM |
| EECOLOR | MOTIO INC | WEBSense SERVICES |
| EIZO INC | MOTOROLA | WEBSense TRITON HARDWARE |
| EIZO INC. | MOTOROLA/SYMBOL SV-3B (LA) | WEBSense TRITON SOFTWARE |
| EIZO PHYSICAL SECURITY | MS LA FPP | WEBSense TRITON SUPPORT |
| ELECTRIC-SPIN | MS LA HARDWARE | WEBTRENDS - LICENSING |
| ELEMENT CASE | MS LA OPEN BUSINESS | WEDGE NETWORKS-DIRECT SHIP |
| ELEXA - LEVELMOUNT | MS LA OPEN VALUE SUSCRIPTION | WEIGH-TRONIX |
| ELGATO SYSTEMS | MS OPEN AZURE | WESTERN DIGITAL - SMB |
| ELITE SCREENS | MS OV AZURE | WESTERN DIGITAL - AV |
| ELITE SCREENS DIRECTSHIP | MS- OV LVL D ANNUITY OPTION | WESTERN DIGITAL - AV SINGLE |
| ELLI AND NOOLI | MS OV LVL D FULL PAY OPTION | WESTERN DIGITAL - DESKTOP |
| ELO | MS- OV2.0 ANNUITY OPTION | WESTERN DIGITAL - IMSOURCING |
| ELO - ALL-IN-ONE ELITE | MS- OV2.0 FULL PAY OPTION | WESTERN DIGITAL - LICENSES |
| ELO - ALL-IN-ONE SYSTEMS | MS SPLA | WESTERN DIGITAL - NETWORKING |
| ELO - PRO AV | MSE | WESTERN DIGITAL - RETAIL |
| ELO - PRO AV ELITE | MSI COMPUTER | WESTERN DIGITAL- IMSOURCING DS |
| ELO - TOUCHSCREENS | MSI COMPUTER - NOTEBOOKS | WESTERN DIGITAL LA |
| ELO- ACCESSORIES | MS-OPEN VALUE SUBSCRIPTION | WESTERN DIGITAL-DESKTOP SINGLE |
| ELO WARRANTIES & SERVICES | MULTI-TECH SYSTEMS | WESTERN DIGITAL-ENTERPRISE |



DISTRIBUTOR AUTHORIZATION FORM

Manufacturers:

| | | |
|-------------------------------------|------------------------------------|-----------------------------------|
| ELUNEVISION | MULTI-TECH WARRANTIES | WESTERN DIGITAL-ENTERPRISE SINGLE |
| ELUNEVISION DS | MW PRODUCTS - MOUNTS | WESTERN DIGITAL-MOBILE |
| EMBARCADERO LICENSING | MX LOGIC | WESTERN DIGITAL-MOBILE SINGLE |
| EMBARCADERO LICENSING ACADEMIC | NADY-PRO SOUND | WHISTLER-CAR AV |
| EMC - INGRAM CPO DS | NAMSUNG-DUAL-CAR A/V | WHITECANYON SOFTWARE |
| EN POINT TECHNOLOGIES | NANOTECH ENTERTAINMENT | WIDGETEER INC. |
| EN POINTE TECHNOLOGIES SALES LLC | NAVORI INC | WINE ENTH-SMALL APPLIANCES |
| ENABLE - IT | NCH SOFTWARE | WINNOV |
| E-NABLER | NCR - SUPPLIES | WINSTON INTERNATIONAL DIRECTSHIP |
| ENERGIZER | NCR PRINTERS | WONDER WORKSHOP |
| ENERGIZER-BATTERIES | NCR REALPOS-CLOSED | WORKSPOT |
| ENET | NCR REALPOS-OPEN | WORRYFREE GADGETS |
| ENET - COPPER CABLES | NCS TECHNOLOGIES INC. | WOVENMEDIA |
| ENET - DIRECT ATTACH CABLES | NEC DISPLAY SOLUTION -LARGE FORMAT | WOWWEE |
| ENET - FIBER CABLES | NEC DISPLAYS | WYSE LICENSING & SERVICES |
| ENET - MEDIA CONVERTORS | NEC PROJECTORS | WYSE TECHNOLOGY (WINTERM) |
| ENET - MEMORY | NEC PROJECTORS PROAV | X1 DISCOVERY |
| ENET - TRANSCEIVERS | NEC WARRANTIES AND SERVICES | XEROX - COLOR PRINTERS |
| ENGENIUS | NERO SOFTWARE | XEROX - MONO PRINTERS |
| ENGENIUS TECH VAR | NEST LABS | XEROX A3 |
| ENMOTUS INC | NETAPP US FOR PR | XEROX ESERVICES |
| ENSCONCE DATA TECHNOLOGY-DIRECT SHI | NETGEAR - BASIC CBU | XEROX SUPPLIES |
| EP MEMORY | NETGEAR BUSINESS CLASS | XEROX SUPPLIES (LA) |
| EPADLINK | NETGEAR CONSUMER | XEROX SUPPLIES A3 |
| EPIPHAN SYSTEMS | NETGEAR SERVICES | XFX |
| EPSON | NETIQ - INFRASTRUCTURE MGMT | XIAMEN - TRAVEL TEK TABLETS |
| EPSON - ACCESSORIES | NETIQ - SECURITY MANAGEMENT | XIRRUS |
| EPSON - DOT MATRIX | NETIQ- VOIP | YCAM |
| EPSON - EXTENDED SERVICE PLAN | NETIQ-FEDERAL | YES TO |
| EPSON - INK JETS | NETPATIBLES | YUJIN ROBOT INC. |
| EPSON - PHOTO IMAGING | NETPATIBLES DS | ZAGG |
| EPSON - PHOTO PRINTERS | NEW POTATO TECHNOLOGIES | ZAGG INC - IFROGZ |
| EPSON - PROJECTOR ACC & HOME ENT | NEXGEN STORAGE | ZCOVER |
| EPSON - PROJECTORS | NEXGEN STORAGE - SUPPORT | ZEBRA - 105 SERIES |
| EPSON (SS-MET) | NEXSAN | ZEBRA - CUSTOM MEDIA |



DISTRIBUTOR AUTHORIZATION FORM

Manufacturers:

| | | |
|-------------------------|------------------------------------|-----------------------------------|
| EPSON LA - SUPPLIES | NEXSAN- SPARE PARTS | ZEBRA - DESKTOP |
| EQUINOX PAYMENTS | NICELABEL | ZEBRA - HC 100 SERIES |
| EREPLACEMENT | NIGHT OWL | ZEBRA - KIOSK PRINTERS |
| ERGOGUYS | NIGHT OWL - OBSERVATION & SECURITY | ZEBRA - KIOSK PRINTERS MEDIA |
| ERGOTECH | NIXEUS TECHNOLOGY | ZEBRA - MEDIA |
| ERGOTRON | NORAZZA-AV CARE & MEDIA STORAGE | ZEBRA - MOBILE |
| ERGOTRON HEALTHCARE | NOVELL | ZEBRA - PAX |
| ERGOTRON SERVICES | NOVELL - ALA/SLA | ZEBRA - RFID |
| ESET - DESLOCK | NOVELL - FEDERAL | ZEBRA - SERVICES |
| ESET - INITIAL | NOVELL - MAINT RENEWAL STANDARD | ZEBRA - SPARE PARTS |
| ESET - RENEWALS | NOVELL - MEDIA | ZEBRA - WRISTBANDS MEDIA |
| ESET - SUPPORT | NOVELL - MLA | ZEBRA - XI SERIES |
| ESHIELDS - ISHIELDS | NOVELL - NSPP (OEM) | ZEBRA - Z SERIES |
| ETYMOTIC RESEARCH | NOVELL - SERVICES | ZEBRA - ZT200 SERIES |
| EVERSUN | NOVELL - VLA LICENSING | ZEBRA (LA) DESKTOP |
| EVGA | NOVELL-NS LIC EDU | ZEBRA /SYMBOL DC-1A (LA) |
| EVOLIS | NOVELL-NS LIC NPG | ZEBRA CARD - RFID/UHF/OTHER CARDS |
| EVUTEC | NOVELL-RP MAINT EDU | ZEBRA CARD - UPGRADE KITS |
| EXACQ ILLUSTRATION | NOVELL-RP MAINT NPG | ZEBRA CARD C SERIES YMCKO |
| EXACQ TECHNOLOGIES | NOVELL-RS MAINT EDU | ZEBRA CARD CATEGORY A |
| EXAGRID | NOVELL-RS MAINT NPG | ZEBRA CARD CATEGORY B |
| EXCEPTIONAL 3D INC | NOVELL-VLA LIC EDU | ZEBRA CARD PRINTERS |
| EXTREME (LA) | NOVELL-VLA LIC NPG | ZEBRA CARD SPARE PARTS |
| EYE-FI - MEMORY | NSP - IMSOURCING DS | ZEBRA INTL - MOBILE |
| EZ DUPE-COMPUTER | NUANCE - ACADEMIC LICENSING | ZEBRA/SYMBOL ALL OTHER(LA) |
| EZNEX INC | NUANCE - CORP LICENSING | ZEBRA/SYMBOL MC-1B (LA) |
| F5 - BIG | NUANCE - DRAGON MEDICAL BOX | ZEBRA/SYMBOL WI-1F (LA) |
| F5 RENEWALS | NUANCE - DRAGON MEDICAL LICENSING | ZEBRA/SYMBOL WI-1F D/S (LA) |
| FABRIQUE | NUANCE - GOVT LICENSING | ZEBRACARD - VALUE LINE |
| FELLOWES | NUANCE COMMUNICATIONS | ZEBRACARD (ELTRON) |
| FILEMAKER | NUANCE DOCUMENT IMAGING - BOX | ZENTERA SYSTEMS |
| FILEMAKER INC. ACADEMIC | NUANCE DOCUMENT IMAGING - LIC | ZERODESKTOP DBA NCOMPUTING |
| FILEMAKER INC. ED VLA | NUMARK-PRO SOUND | ZHONE TECHNOLOGIES INC |
| FILEMAKER INC. VLA | NUTANIX | ZHONE TECHNOLOGIES SERVICES |
| FIN ROBOTICS | NUTONE-CUSTOM INSTALL | ZINGARR- TABLETS |



DISTRIBUTOR AUTHORIZATION FORM

Manufacturers:

FITBUG

FLUKE NETWORKS

FLUKE NETWORKS - AIRMAGNET

FLUKE NETWORKS CORE

NVIDIA

NXG-MOBILE ACCESSORIES

OBIHAI TECHNOLOGY

OCZ STORAGE SOLUTIONS

ZOMM

ZOOM TELEPHONICS

ZOOMSWITCH

ZOTAC

ZUBIE

ZYXEL

April 21, 2015

En Pointe - Hardware
18701 S Figueroa St
Gardena CA 90248-4506

Re: Letter of Authorization

To Whom It May Concern:

To the extent that (i) En Pointe - Hardware (“Customer”) is a manufacturer authorized to purchase products distributed by Tech Data Corporation (“Tech Data”) (provided such vendor authorization requirement applies), (ii) so long as Customer remains in good credit standing with Tech Data (as determined solely by Tech Data), (iii) to the extent Customer does not exceed its credit limits, and (iv) as long as Tech Data maintains a distribution relationship with such manufacturers, Customer may purchase products, for resale, from Tech Data under Tech Data’s standard Terms and Conditions of Sale for any vendors listed on the below attached Tech Data Vendor Line Card.

Please note: Tech Data DOES NOT make warranties or representations for the products it distributes. Any and all warranties and representations, if any, are granted solely by the manufacturer.

Please contact me if you have any questions.

Sincerely yours,
TECH DATA CORPORATION

 4/21/15

Richard Pereira
Vice President, U.S. Sales



The Difference in Distribution™

Tech Data Vendor Line Card

| | |
|--|--|
| 3Dconnexion, Inc. | Learnquest |
| 3M Stationary and Office Supplies | Lenovo, Inc. |
| 3M Specialty Displays and Projection Business Unit | Lexar Media, Inc. |
| A&D Engineering, Inc. | Lexmark International, Inc. |
| Absolute Software Corporation | LG Electronics U.S.A., Inc. |
| Acer America Corporation | Liebert Corporation |
| Acosta Training | Lifesize Communications, Inc. |
| Acoustic Arc International | Life-Works |
| Acumen Management, Inc | Logical Maintenance Solutions, Inc.- |
| Adaptec, Inc. | Service Support |
| Adara Networks | Logitech, Inc. |
| Adesso | Loop1 Systems |
| Add-On Computer Peripherals, LLC | MakerBot Industries, LLC |
| Adobe Systems, Inc. | Maddsales |
| Advanced Digital Information Corporation | Marware, Inc. dba Marblue |
| Alienware Corporation | Maxell Corporation |
| Allied Telesis, Inc | McAfee, Inc. |
| Altigen Communications, Inc | Meebox, Inc.-ISCS |
| Ambir Technology | Meet Me in the Cloud LLC |
| AnythingIT, Inc. | Mellanox Technologies, Inc. |
| Apogee, Inc. d/b/a Kanex | Mentor Media USA Supply Chain |
| Apple Computer Inc. (Software) | Management, Inc. |
| Apple Computer, Inc. (Systems) | Micro Focus |
| Aprima Medical Software, Inc. | Micrografx, Inc. |
| Apriva | Micron Consumer |
| ArcServe, LLC | Microsoft |
| Arvato Digital Services LLC | Microsoft Channel (LA) |
| Astra Data, Inc. d/b/a In Win Development, Inc. | Microsoft Channel (US) |
| ASUS Computer International | Microsoft OEM Channel (LA) |
| AT&T | Microsoft OEM Channel (US) |
| Atto | Minicom Advanced Systems, Inc. |
| Autodesk, Inc. | Minicom Digital Signage, Inc. |
| Avocent Huntsville | Mitel Networks, Inc. |
| Axiom Memory Solutions | Mitsubishi Digital Electronics America, Inc. |
| Axis Communications, Inc. | MOBI Wireless Management, LLC- |
| Bancroft Technology Group | TDMobility |
| Barco, Inc | ModusLink Corporation |
| Battery Technology, Inc. | Motorola Mobility, Inc. |
| Belkin International, Inc | NCP Network Communication Products |
| Beyond Trust, Inc. | MTM Technologies, Inc |
| | NDS Surgical Imaging, Inc. |
| | NEC Corporation of America |
| | NEC Display Solutions of America, Inc. |
| | NetEffect, Inc. |

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| Biometric Associates | Netgear, Inc. |
| BitDefender LLC | NetIQ |
| BitTitan, Inc.-StreamOne | Netlan Technology Center, Inc. |
| BlackBerry | Network Associates, Inc. (Latin America) |
| BlockMaster AB | NetX Information Systems, Inc.-Education |
| Blue Microphones | New Horizons Computer Learning Centers, Inc. |
| Brawn Consulting, LLC. | Night Owl SP, LLC |
| Bretford Manufacturing, Inc. | Nortel Networks, Inc. |
| Brightstar | Novell, Inc. |
| Brocade Communications Systems, Inc. | Nuance Communications, Inc. |
| Brother International Corporation | NVIDIA Corporation |
| Buffalo Americas, Inc. CA, Inc. | OCZ Technology Group, Inc. |
| Cables To Go | Oki Data Americas, Inc. |
| Canon USA Inc. | Olympus Imaging America, Inc |
| Cbeyond, Inc. | One Stop Systems, Inc. |
| Celio Technology Corp | OnForce, Inc. |
| Centon Electronics | Open Text, Inc. |
| Check Point Software | Oracle America, Inc. |
| Chief Manufacturing, a division of Milestone AV Technologies LLC | Orion America |
| Ciena Communications, Inc. | Overland Storage, Inc. |
| Cisco Systems, Inc. et al | PANASONIC SYSTEM COMMUNICATIONS COMPANY OF NORTH AMERICA |
| ComQi | Panduit Corporation |
| Control Corporation | Parallels, Inc. |
| Conduv Technologies | Peerless Industries, Inc. |
| Corel Corporation | Philips Accessories and Computer Peripherals, a division of Philips Electronics North American Corp. |
| CTA Digital, Inc. | POSDATA, A Business Unit of Control Solutions, Inc. |
| Cyber Power Systems (USA), Inc | Pivot3, Inc. |
| Dell Marketing USA LP | Planar Systems, Inc. |
| Dell World Trade L.P. | Plantronics, Inc. |
| Dialogic Corporation | PNY Technologies, Inc. |
| Digi International, Inc. | Promise Technology, Inc. |
| Digitech Systems, Inc. | Proxicast |
| DKO International, Inc. | PureWRX, Inc. |
| Double-Take Software, Inc. | Qlogic Corporation |
| EarthLink, Inc. | Quality Computer Accessories, Inc. |
| Eaton Corporation | Quantum |
| eBryIT, Inc. | Quattro, Inc. |
| Eco Style Trend Cases, LLC dba Eco Style | Quintum Technologies, Inc. |
| Eizo, Inc. | Raritan, Inc. |
| | Red Hat, Inc. |

| | |
|---|---|
| Electronic Systems Protection, Inc. | Ricoh Corporation |
| Elitegroup Computer Systems, Inc. | Rise Vision, Inc. |
| EMC Corporation | Rosewill, Inc. |
| Emerson | Samsung Electronics America, Inc. |
| Emulex Corporation | Samsung Electronics Latinoamerica Miami, Inc. |
| Encover, Inc. | Sanford L.P., an operating division of Newell Rubbermaid, Inc |
| Envision Peripherals, Inc. | SAP America, Inc. |
| Epson America, Inc. | Schneider Electric IT Corporation |
| Epson Latin America, Inc. | Seal Shield, LLC. |
| eReplacements, LLC | Seismic LLC |
| Ergotron, Inc. | Sharp Electronics America (SDSCA) |
| Evault, Inc. | Sharp Electronics Corporation (ISG) |
| Extreme Networks, Inc. | Sharp Electronics Corporation (LCD TV) |
| Fast Lane Consulting and Education Services, Inc. | SIIG, Inc. |
| FileMaker, Inc. | Skyline Computer Corporation |
| Fortinet, Inc. | Small Dog Electronics, Inc. |
| Fujitsu America, Inc. (ENTERPRISE) | Smart Source, Inc. |
| Fujitsu America, Inc. (MOBILE) | Solarwinds.net, Inc. |
| Fujitsu Computer Products of America, Inc. | Sonic Solutions |
| Gardant Technologies, Inc. | Sonicwall |
| Gecko Gear | Sony Creative Software, Inc |
| Get Wireless | Sony Electronics Inc. |
| Global Knowledge Network, Inc. | Sony Latin America, Inc. |
| Global Marketing Partners, Inc. | Sony Mobile Communications |
| GlobalNet Training Solutions | Sony Recording Media and Energy Latin America |
| Good Technology Corp. | Speech Processing Solutions USA, Inc. |
| Google, Inc | Spring Path, Inc. |
| Grabba | Sprint |
| Gresso, LLC | SquareTrade, Inc.-Services |
| Griffin Technology, Inc. | Stack IQ |
| Hewlett-Packard Company | StarTech.Com USA LLP |
| Hewlett-Packard Company (Tipping Point Products) | STEALTHbits Technologies, Inc.- (StreamOne) |
| High Wire Networks | Stephen Gould |
| Hitachi America, Ltd. | STM Bags, LLC. |
| HTC | Super Micro Computer, Inc. |
| Hyundai America Corporation | Superna Busniess Consulting |
| I/O Magic Corporation | Swiftage ACT! LLC |
| IBM Corporation | Symantec Corporation |
| | Symantec Corporation (Availability Products) |
| | Symantec Limited |
| | T-Mobile |



The Difference in Distribution™

| | |
|--|---|
| Imagine Communications Corp | Tandberg Data Corp. |
| InFocus Corporation | Targus, Inc. |
| Infonic Document Management, LLC | Tech 2000, Inc. |
| Information Network | Tech Sherpas |
| Technology Group, Inc | Technocel |
| Innoco Technology Group, Inc | TechTurn, Ltd. (Services) |
| Innovation Computers | Tely Labs |
| Intel Americas, Inc.(Latin America) | Telovations, Inc. |
| Intel Corporation | Thule Organization Solutions, Inc. dba Case Logic |
| International Laser Group (ILG) | Toshiba America Information Systems, Inc. |
| Intuit, Inc | Transcender |
| iNut Limited | Transition Networks, Inc. |
| iolo Technologies, Inc. | Tree Zero Paper |
| iOmounts, LLC | Trend Micro, Inc. |
| Ipcelerate | TrendNet |
| IP Commerce, Inc. | Trendware International, Inc. aka Trendnet |
| Ipswitch, Inc. | Tripp Lite |
| Istore Victoria, Inc. | Tulsat Corporation |
| IP Trade Networks Corporation | U.S. Robotics Corporation |
| iTeam, Inc. | United Digital Technologies |
| JAMF Software, LLC | United Training Corporation |
| JEHE Technology, Inc.-(Smart Stock agreement) | Unitek, Inc. |
| Jison Casr USA Limited | Unitrends, Inc. |
| Kaspersky Lab, Inc. | Xinuos, Inc. |
| Kensington Technology Group, a division of ACCO Brands, Inc. | USA.NET, Inc. |
| Keywest Technology, Inc. | Vasco Data Security, Inc. |
| Kingston Digital | VCE Company |
| Kingston Technology Company | Verbatim Americas, LLC. |
| KIS Software | Verigent LLC.-Service Support |
| Knowledge Key Associates, Inc | Verizon Network Integration Corp. |
| Koda Cases, Inc.-ISCS | Vetrans Engineering & Professional Services |
| Kodak Alaris, Inc. | videoNEXT, Inc. |
| Kofax Image Products | ViewSonic Corporation |
| Konica Minolta Business Solutions USA, Inc. | Vigilar, Inc |
| Konica Minolta Printing Solutions, U.S.A., Inc. | Virtual Iron Software |
| Kramer Electronics, USA, Inc. | Visioneer, Inc. |
| LaCie, Limited | Vision Solutions |
| Lantronix Corporation | VMware, Inc. |
| Lava Computer MFG, Inc. | VXL Instruments Limited |
| | Wasp Technologies - Informatics |
| | WatchGuard Technologies, Inc. [Firebox Product] |
| | Webroot Inc. |
| | Western Digital Technologies, Inc. |



The Difference in Distribution™

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Learn.com, Inc.

Westlake Training and Development
West Tech Solutions, LLC-ISCS
Wide River, LLC- Services
Wyse Technology
Xerox Corporation
Xi3 Corporation-ISCS
Xobni
ZAGG, Inc.
Zimbra, Inc.
Zoom Telephonics, Inc.
ZyXel Communications, Inc.

November 19, 2015

To Whom It May Concern,

Subject: Confirmation of Veritas Partner Force Program Membership Enrollment

This serves to confirm that PCM dba En Pointe Technologies Sales, LLC located at: 1940 E. Mariposa Avenue, El Segundo, California 90245, is a current member of the Veritas Partner Force Program (VPF), and has been since October 6, 2015.

PCM dba En Pointe Technologies Sales, LLC has met the membership requirements of a Veritas Platinum tier partner, is in good standing, and holds the following Veritas Competency membership/s, recognizing their demonstrated proficiency in the below solution and delivery areas, and as published on the [Partner Locator](#).

Archiving – Expert
Enterprise Backup and Recovery – Expert
Mid-Market Backup and Recovery - Expert
Dynamic Storage and Continuity – Principal

PCM dba En Pointe Technologies Sales, LLC. has rights to advertise its status as a partner under the VPF, provided that any such rights and obligations are carried out in accordance with, including but not limited to, the VPF Agreement entered into between Veritas Technologies LLC and PCM dba En Pointe Technologies Sales, LLC, and any additional, applicable policies or guidelines contained on the Veritas [PartnerNet Portal](#).

Confirmation is as of today's date, November 19, 2015.

Sincerely,



John Emard
Sr. Director
Global Channel Operations & Programs
Veritas Technologies LLC
John.emard@Veritas.com

En Pointe Reporting Capabilities



 **EN POINTE**
TECHNOLOGIES
A PCM Company

eProcurement Services
Taking the hassle out of IT eProcurement.

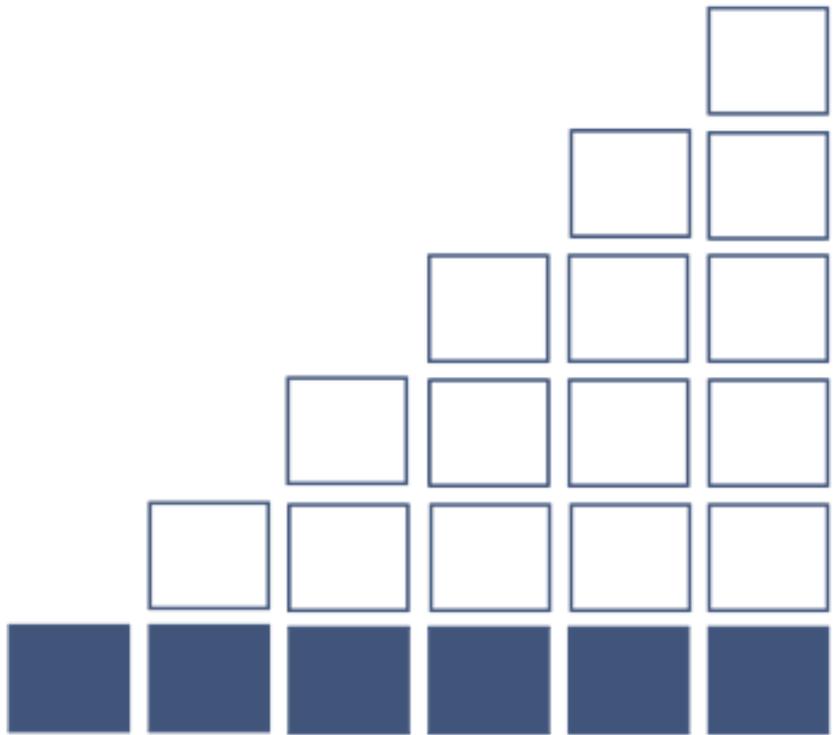


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EXECUTIVE SUMMARY

En Pointe has a variety of detailed reports which are all customizable to include specific need of our clients. Our reports can be sorted by authorized users and allow them to view information in any manner they choose. These reports will provide snapshots to the customer by affiliate, location and (or) your entire organization. Stakeholders may access reports for their specific location and can be automatically e-mailed to the requestor. Administrators may access the reports, 24 hours a day, 7 days a week, via a secure login utilizing En Pointe’s AccessPointe.

Reports will also be provided by means of your En Pointe Account Manager or inside account team as required in the terms. Our reporting tools are both intuitive and powerful utilizing excel file formats, scheduling engines, and the ability to customize every aspect of your report. Your Account Executive uses these reports to ensure compliance and the entire system makes it very easy for him to help your organization to always be audit ready.

Reporting is fundamental to our project methodology and we will customize our reports to meet your criteria stated above. Our E-procurement system is providing reports and hassle-free e-procurements services to our customers nationwide.



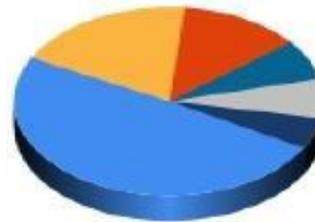
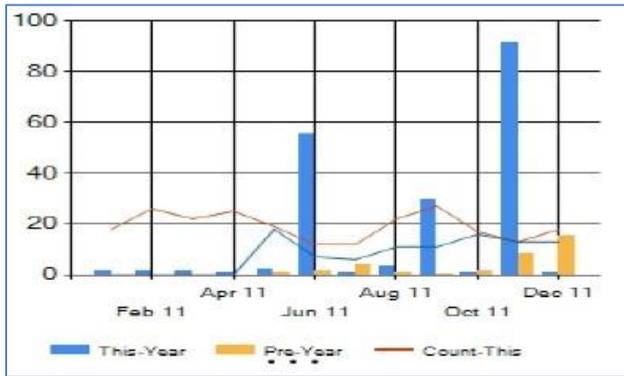


| | | | |
|-----------------------|-------------------------|-----------------------|-------------------------|
| | | | |
| State of California | County of Riverside | City of Los Angeles | County of Los Angeles |
| Customer Since 1999 | Customer Since 1996 | Customer Since 1995 | Customer Since 1995 |
| | | | |
| State of Alabama | County of San Francisco | State of Minnesota | State of Utah |
| Customer Since 1998 | Customer Since 2005 | Customer Since 1997 | Customer Since 1998 |
| | | | |
| State of New Jersey | State of Massachusetts | State of Maine | State of North Carolina |
| | | | |
| State of North Dakota | State of New York | State of Rhode Island | State of Vermont |

Reporting

Manage purchases, save time and take control of your account with AccessPointe's robust and easy to use reporting engine.

- Use standard reports for instant access to order and account history
- Summarized and detailed reports available
- Download reports in your favorite format on your computer or save them in your AccessPointe profile to retrieve them later, as per your convenience
- Ability to apply filter options to pull out only the desired data
- Share reports with your colleagues using Send Email option
- Get your reports in your mailbox using scheduling feature
- Print them instantly without leaving the page
- Customize your report to exclude unwanted columns, if needed
- View comparative statistics



- American Power Conv...
- Hewlett-Packard
- Others
- Plantronics Inc.
- Apple Computer
- Canon

| Date Range Jan 1, 2011 To Dec 31, 2011 | | | | | | | | | | | | |
|--|----------|----------|----------|----------|----------|-----------|---------|----------|-----------|---------|-----------|---------|
| | Jan 11 | Feb 11 | Mar 11 | Apr 11 | May 11 | Jun 11 | Jul 11 | Aug 11 | Sep 11 | Oct 11 | Nov 11 | Dec 11 |
| Spending/Month | \$10,695 | \$11,520 | \$11,774 | \$10,585 | \$21,195 | \$554,054 | \$9,416 | \$31,465 | \$293,920 | \$6,547 | \$915,359 | \$9,727 |
| Number Of MFR/Month | 6 | 13 | 13 | 10 | 14 | 7 | 6 | 12 | 14 | 7 | 7 | 9 |
| Number Of Orders/Month | 18 | 26 | 22 | 25 | 19 | 12 | 12 | 22 | 27 | 17 | 13 | 18 |

EN POINTE REPORTING CAPABILITIES

En Pointe has a variety of purchase activity reports available via the web, electronically (through email), and/or directly from your En Pointe account team. Our reports can track buying at every level and break down spend by division, parent, ship-to location, etc., to give you a clear view of your purchasing patterns.

Standard Reports

Standard Reports are available online via a secure login utilizing En Pointe's AccessPointe.

- Report of Outstanding Orders
- Purchase History
- Detail Report by Publisher
- Detail Report by Customer PO#
- Raw Data File (all fields captured)
- Summary Totals by Product Name
- Summary Totals by Publishers
- Customer-Specific Price List
- Snapshot Report – graphical summary of purchase activity data
- Purchase Activity Detail Report

Premium Reports

En Pointe offers additional reports for customers who would like to track licenses, maintenance consumption, or view non-standard purchase activity. The following Premium reports are available:

- License Consumption Report
- Maintenance Accumulation Report
- Global Report
- Total Sales by Month
- Purchase Activity Detail Report
- Summary Mfg. Total by Dollars
- PAR by Mfg./Product
- Product Totals by Description
- Units Shipped/Units Returned
- Sales Orders Report
- Customer Contract Listing
- Cost Savings
- Return Activity
- Publisher Account Guide

Custom Reports

For reporting requirements not covered by our standard or premium reports, En Pointe can create customized reports to capture any customer-specific data management field in any format that meets your needs. Custom reports may or may not be fee based depending on the complexity and manual effort required to create and distribute the report.

Our robust reporting applications provide a number of branding, dashboard configurations, customer fields (line item and header) and feature personalization. En Pointe can provide multiple profiles for users, and tailor each user profile to meet specific needs. Such custom features include capture of Business Unit Number, Cost Center Number, and Compliance Point Value.

Below are some of the examples of our reports.

|  | | | | | | | |
|---|--------------|-----------------|------------|---|------------|----------|--------------|
| Detail Report By Customer PO For Period: Aug 24, 2005 To Sep 8, 2009 | | | | | | | |
| Customer PO: DUBWSVRM-0905 HUSSNAIN Order Number: 150000289 Order Date: 09/09/2005 Cost Center: Code: | | | | | | | |
| Invoice Number | Invoice Date | Enpointe Part # | Mfg Part # | Part Description | Unit Price | Quantity | Sales Amount |
| 191014546 | 09/19/2005 | EP1970166 | P73-00156 | Windows Server Standard 2003 VOL CD AE 32-Bit Win ALL | \$21.00 | 1 | \$21.00 |
| 191024667 | 09/27/2005 | EP1970166 | P73-00156 | Windows Server Standard 2003 VOL CD AE 32-Bit Win ALL | \$21.00 | 1 | \$21.00 |
| Total For DUBWSVRM-0905 HUSSNAIN: | | | | | | | \$21.00 |
| Customer PO: FRWSVRM-0905 MELLERAUD GOMES Order Number: 150000290 Order Date: 09/09/2005 Cost Center: Code: | | | | | | | |
| Invoice Number | Invoice Date | Enpointe Part # | Mfg Part # | Part Description | Unit Price | Quantity | Sales Amount |

Snapshot

For Period: Aug 24, 2005 To Sep 8, 2009

| Top 10 Publishers/Manufacturers (Based on net sales) | | | | | Top 10 Products (Based on net sales) | | | | | |
|--|-------------------------------------|--------------|-----------------------|---------------|--------------------------------------|------------------|---|-------------|---------------------|---------------|
| Rank | Publisher/Manufacturer | Quantity | Total Sales | %Total Sales | Rank | Mfg Part ID | Product Description | Quantity | Total Sales | %Total Sales |
| 1 | Microsoft Corp. | 2374 | \$315,585.96 | 25.51% | 1 | 021-08293 | Office 2003 NL SEL-B UL (32) 1 CORP | 432 | \$124,679.52 | 10.08% |
| 2 | IBM | 1546 | \$196,294.14 | 15.86% | 2 | H05-00175 | Sharepoint Portal CAL Device MC LSA SEL-B-2Y (1/1)AE (NT) CORP | 1200 | \$97,824.00 | 7.91% |
| 3 | VMware, Inc. | 28 | \$153,131.25 | 12.38% | 3 | VINB8X2U-P-SSS-C | VIN BLADE SERVER LICENSE PACK 24X7 SUPPORT/SUB 1CORP | 6 | \$81,119.28 | 6.56% |
| 4 | Symantec Corporation | 14580 | \$135,384.35 | 10.94% | 4 | VIN-B-8X2U-CE | VIN BLADE SERVER LIC PACK VIRTUAL NODE FOR 8 RACK PRICING NL 1 (Win)CORP | 2 | \$54,937.94 | 4.44% |
| 5 | Adobe Systems INC. | 316 | \$87,427.31 | 5.45% | 5 | 10499855 | PCANYWHERE HOST ONLY 11.5 UPGRADE LICENSE SPA F ENGLISH (ALL WINDOWS) 1USR CORPORATE | 2038 | \$53,456.74 | 4.32% |
| 6 | VERITAS SOFTWARE | 88 | \$53,883.53 | 4.35% | 6 | E00PCLL-H | INFORMIX DYNAMIC SERVER ENTERPRISE EDITION CONCESSION RENEWAL MAINT 1.84 POINTS | 104 | \$35,187.36 | 2.84% |
| 7 | Trend Micro | 26001 | \$43,148.56 | 3.49% | 7 | E1CS6LL-LEVEL H | NOTES WITH COLLABORATION USER MAINT RENEWAL PPA LEVEL H | 1075 | \$31,669.50 | 2.56% |
| 8 | Macrovision Corporation | 17 | \$41,871.69 | 3.38% | 8 | 184566.MTSS | Attachmate Maintenance and Technical Support Sub MC AE (NON) 1 CORP | 1000 | \$31,610.00 | 2.55% |
| 9 | WRQ | 1000 | \$31,610.00 | 2.55% | 9 | 110150 | Diskeeper Pro 9.0 NL AE (WIN) 1 CORP | 1741 | \$31,129.08 | 2.52% |
| 10 | Diskeeper Corporation International | 1741 | \$31,129.08 | 2.52% | 10 | 10499856 | PCANYWHERE HOST & REMOTE 11.5 UPGRADE LICENSE SPA F ENGLISH (ALL WINDOWS) 1 USR CORPORATE | 521 | \$29,123.90 | 2.35% |
| Total: | | 47691 | \$1,069,465.87 | 86.43% | Total | | | 8119 | \$570,737.32 | 46.13% |

| Sales By Month | | | Sales By Month | | |
|----------------|-----------------------|------------|----------------|-------|-----|
| Month | Sales | Quantity | Bar Chart Data | | |
| Jan | \$418,653.40 | 105.00 | 418653.4 | 14230 | 105 |
| Feb | \$142,862.64 | 121.00 | 142862.64 | 24230 | 121 |
| Mar | \$844,665.33 | 130.00 | 844665.33 | 24230 | 130 |
| Apr | \$46,948.65 | 60.00 | 46948.65 | 24230 | 60 |
| May | \$19,547.22 | 38.00 | 19547.22 | 24230 | 38 |
| Aug | \$106,462.45 | 29.00 | 106462.45 | 24230 | 29 |
| Sep | \$269,028.66 | 198.00 | 269028.66 | 24230 | 198 |
| Oct | \$68,192.53 | 93.00 | 68192.53 | 24230 | 93 |
| Nov | \$1,169,946.70 | 97.00 | 1169946.70 | 24230 | 97 |
| Dec | \$1,869,805.33 | 85.00 | 1869805.33 | 24230 | 85 |
| Total: | \$4,956,112.91 | 956 | | | |

Total Sales By Year and Month

For Period: Aug 24, 2005 To Sep 8, 2009

| Year | Month | Quantity | Total Sales |
|-----------------------|-----------|--------------|---------------------|
| 2005 | August | 126 | \$54,237.44 |
| | September | 2924 | \$112,474.44 |
| | October | 7303 | \$30,552.21 |
| | November | 10587 | \$308,824.41 |
| | December | 28257 | \$245,820.41 |
| 2006 | January | 1573 | \$97,204.08 |
| | February | 61 | \$32,551.85 |
| | March | 61 | \$17,161.91 |
| | April | 93 | \$19,944.81 |
| | May | 41 | \$14,267.27 |
| Total For 2006 | | 1829 | \$181,129.92 |
| Report Total : | | 51026 | \$933,038.83 |

Reporting Output Options

Reports - Saved Report - AccessPointe, En Pointe e-Procurement - Windows Internet E...
 http://www.accesspointe.com/appl/software/reports/ShowReport.aspx?print=1

EN POINTE TECHNOLOGIES

Customer PO: DUBWSVRM-
 Order Number: 150000289
 Order Date: 09/09/2005
 Cost Center:
 Code:

| Invoice Number | Invoice Date |
|----------------|--------------|
| 191014546 | 09/19/2005 |
| 191024667 | 09/27/2005 |

Customer PO: FRWSVRM-0
 Order Number: 150000290
 Order Date: 09/09/2005
 Cost Center:
 Code:

| Invoice Number | Invoice Date |
|----------------|--------------|
| 191014016 | 09/16/2005 |
| 191024665 | 09/27/2005 |

Customer PO: GFRWSVRM-

Print

General Options

Select Printer

- Microsoft Office Document Image Writer
- Microsoft XPS Document Writer
- Send To OneNote 2007

Status: Ready Print to file Preferences
 Location: Find Printer...
 Comment:

Page Range

All
 Selection Current Page
 Pages: 1

Number of copies: 1
 Collate

Enter either a single page number or a single page range. For example, 5-12

Print Cancel Apply

Scheduling Option

Frequency: One Time

Output Options: Save Email

Output Format: HTML

Email / Address:

*(Please use a semicolon to add additional email addresses)

Back

- One Time
- One Time
- Daily
- Weekly
- Fortnightly
- Monthly
- Quarterly
- Bi-Annually
- Annually

Save As: HTML

Report Name:

Save In My Reports Save

- HTML
- EXCEL
- PDF

Send Email

Send Email

To:*
Use semicolon between multiple addresses

From:*

Subject:*

Comments: Enter comments to be included in email below:

Here's the purchase history of our different offices.

Thanks
XYZ

(*)Denotes required fields(s).

MANUAL REPORTS

We have standard reports available on our E-procurement solution and from our ERP solution we can generate custom report with up to as many data elements as you need. Please see the following screenshot for the sample reports of AccessPointe and a sample manual report run in our ERP system.

Sample Manual Reports:

| Invoice # | Inv Cr. Dt. | Doc # | Doc Date | Cust. PO # | Contract# | Req. Del. Dt. | Customer # | Customer Name | Item # |
|-----------|-------------|----------|-----------|------------|-----------|---------------|------------|---------------|--------|
| XXXXXX16 | 2/20/2015 | XXX93247 | 2/18/2015 | XXX51288 | 75018419 | 2/18/2015 | 100xxxx | Demo | 10 |
| XXXXXX17 | 2/20/2015 | XXX93251 | 2/18/2015 | XXX51290 | 75018419 | 2/18/2015 | 100xxxx | Demo | 10 |
| XXX94028 | 2/24/2015 | XXX93065 | 2/17/2015 | XXX51199 | 75028520 | 2/17/2015 | 100xxxx | Demo | 10 |
| XXX94029 | 2/24/2015 | XXX93108 | 2/18/2015 | XXX51226 | 75028520 | 2/18/2015 | 100xxxx | Demo | 10 |
| XXX94033 | 2/24/2015 | XXX93230 | 2/18/2015 | XXX51282 | | 2/18/2015 | 100xxxx | Demo | 10 |
| XXX94030 | 2/24/2015 | XXX93249 | 2/18/2015 | XXX51289 | 75028520 | 2/18/2015 | 100xxxx | Demo | 10 |
| XXX94034 | 2/24/2015 | XXX93432 | 2/19/2015 | XXX51412 | 75028520 | 2/19/2015 | 100xxxx | Demo | 10 |
| XXX94032 | 2/24/2015 | XXX93433 | 2/19/2015 | XXX51411 | | 2/19/2015 | 100xxxx | Demo | 10 |
| XXX94035 | 2/24/2015 | XXX93497 | 2/19/2015 | XXX51440 | | 2/19/2015 | 100xxxx | Demo | 10 |
| XXX94036 | 2/24/2015 | XXX93516 | 2/20/2015 | XXX51488 | | 2/20/2015 | 100xxxx | Demo | 10 |
| XXX94726 | 2/25/2015 | XXX93638 | 2/20/2015 | XXX51535 | | 2/20/2015 | 100xxxx | Demo | 10 |
| XXX96046 | 2/27/2015 | XXX93033 | 2/17/2015 | XXX51187 | 75018419 | 2/17/2015 | 100xxxx | Demo | 40 |
| XXX96046 | 2/27/2015 | XXX93033 | 2/17/2015 | XXX51187 | 75018419 | 2/17/2015 | 100xxxx | Demo | 30 |
| XXX96047 | 2/27/2015 | XXX93392 | 2/19/2015 | XXX51398 | 75018419 | 2/19/2015 | 100xxxx | Demo | 20 |
| XXX96047 | 2/27/2015 | XXX93392 | 2/19/2015 | XXX51398 | 75018419 | 2/19/2015 | 100xxxx | Demo | 10 |
| XXX98484 | 3/5/2015 | XXX93276 | 2/18/2015 | XXX51293 | | 2/18/2015 | 100xxxx | Demo | 20 |

| Material # | Mfg Part # | Mfg Name | Categories | Product Type | Short Desc |
|-------------------|-----------------|-----------------------|------------|-----------------|--|
| 00000000060399652 | D86-05323 | Microsoft | | New License | Visio Standard 2013 New License Select P |
| 00000000060411654 | C5E-01150 | Microsoft | | New License | VStudio Professional 2013 New License Se |
| 00000000060395751 | 65195271AD01A00 | Adobe Systems Inc. | | Upgrade License | Acrobat Pro TLPLLevel1 Upgrade License U |
| 00000000060395750 | 65196715AD01A00 | Adobe Systems Inc. | | Upgrade License | Acrobat TLPLLevel1 Upgrade License Unive |
| EP3501015 | SNAG01-12 | TechSmith Corporation | | | Techsmith Com Snagit Box 1 User |
| 00000000060395749 | 65197414AD01A00 | Adobe Systems Inc. | | New License | Acrobat TLPLLevel1 New License Universal |
| 00000000060395749 | 65197414AD01A00 | Adobe Systems Inc. | | New License | Acrobat TLPLLevel1 New License Universal |
| EP3564328 | WZ19STDMLDVD | Corel Corporation | | | WinZip 19 Standard Mediakit Most Current |
| EP3225817 | CAMS01-8 | TechSmith Corporation | | | TechSmith Camtasia Studio8 F/Windows FPP |
| EP3501015 | SNAG01-12 | TechSmith Corporation | | | Techsmith Com Snagit Box 1 User |
| EP3501015 | SNAG01-12 | TechSmith Corporation | | | Techsmith Com Snagit Box 1 User |
| 00000000060399603 | 076-05292 | Microsoft | | New License | Project 2013 New License Select Plus-Lev |
| 00000000060399652 | D86-05323 | Microsoft | | New License | Visio Standard 2013 New License Select P |
| 00000000060399603 | 076-05292 | Microsoft | | New License | Project 2013 New License Select Plus-Lev |
| 00000000060399652 | D86-05323 | Microsoft | | New License | Visio Standard 2013 New License Select P |
| EP3579192 | RCRNXT3MLMBAM | Corel Corporation | | | CREATOR NXT 3 ML FPP |

| Long Desc | Hierarchy | Program | Cntrt Lvl |
|--|-----------|-------------|-----------|
| Visio Standard 2013 New License Select Plus-Level D Single Language (Non-Specific OS) Single License Corporate | 05 | Select Plus | Level D |
| VStudio Professional 2013 New License Select Plus-Level D Single Language (Non-Specific OS) Single License Corporate | 05 | Select Plus | Level D |
| Acrobat Pro TLPLLevel1 Upgrade License Universal English 11.0 Multi-platform Single User Corporate | 05100 | TLP | Level1 |
| Acrobat TLPLLevel1 Upgrade License Universal English 11.0 Windows Single User Corporate | 05100 | TLP | Level1 |
| Techsmith Com Snagit Box 1 User FPP Most Current CD Rom American English (Non-specific OS) 1 User Corporate | 05200 | | |
| Acrobat TLPLLevel1 New License Universal English 11.0 Windows Single User Corporate | 05100 | TLP | Level1 |
| Acrobat TLPLLevel1 New License Universal English 11.0 Windows Single User Corporate | 05100 | TLP | Level1 |
| WinZip 19 Standard Mediakit Most Current DVD Multilingual (Windows) 1 User Corporate | 05 | | |
| TechSmith Camtasia Studio8 F/Windows FPP 8.0 CD Rom American English (Windows) 1 User Corporate | 05150 | | |
| Techsmith Com Snagit Box 1 User FPP Most Current CD Rom American English (Non-specific OS) 1 User Corporate | 05200 | | |
| Techsmith Com Snagit Box 1 User FPP Most Current CD Rom American English (Non-specific OS) 1 User Corporate | 05200 | | |
| Project 2013 New License Select Plus-Level D Single Language (Non-Specific OS) Single License Corporate | 05 | Select Plus | Level D |
| Visio Standard 2013 New License Select Plus-Level D Single Language (Non-Specific OS) Single License Corporate | 05 | Select Plus | Level D |
| Project 2013 New License Select Plus-Level D Single Language (Non-Specific OS) Single License Corporate | 05 | Select Plus | Level D |
| Visio Standard 2013 New License Select Plus-Level D Single Language (Non-Specific OS) Single License Corporate | 05 | Select Plus | Level D |
| CREATOR NXT 3 ML FPP Most Current DVD Multilingual (Windows) 1 User Corporate | 05 | | |

| OS Env | Ver | Language | # of Users | Maintenance | Media | Q - Ord | Q - Div | Unit Price |
|-----------------|--------------|-------------------|----------------|----------------|--------|---------|---------|------------|
| Non-Specific OS | 2013 | Single Language | Single License | Not Applicable | | 1 | 0 | \$ 172.00 |
| Non-Specific OS | 2013 | Single Language | Single License | Not Applicable | | 1 | 0 | \$ 343.00 |
| Muti-platform | 11.0 | Universal English | Single User | Optional | | 1 | 1 | \$ 190.00 |
| Windows | 11.0 | Universal English | Single User | Optional | | 1 | 1 | \$ 133.00 |
| Non-specific OS | Most Current | American English | 1 User | | CD Rom | 1 | 1 | \$ 44.00 |
| Windows | 11.0 | Universal English | Single User | Optional | | 1 | 1 | \$ 285.00 |
| Windows | 11.0 | Universal English | Single User | Optional | | 1 | 1 | \$ 285.00 |
| Windows | Most Current | Multilingual | 1 User | | DVD | 1 | 1 | \$ 38.00 |
| Windows | 8.0 | American English | 1 User | | CD Rom | 1 | 1 | \$ 253.00 |
| Non-specific OS | Most Current | American English | 1 User | | CD Rom | 1 | 1 | \$ 44.00 |
| Non-specific OS | Most Current | American English | 1 User | | CD Rom | 1 | 1 | \$ 44.00 |
| Non-Specific OS | 2013 | Single Language | Single License | Not Applicable | | 1 | 0 | \$ 388.00 |
| Non-Specific OS | 2013 | Single Language | Single License | Not Applicable | | 1 | 0 | \$ 172.00 |
| Non-Specific OS | 2013 | Single Language | Single License | Not Applicable | | 1 | 0 | \$ 388.00 |
| Non-Specific OS | 2013 | Single Language | Single License | Not Applicable | | 1 | 0 | \$ 172.00 |
| Windows | Most Current | Multilingual | 1 User | | CD Rom | 1 | 1 | \$ 77.00 |

| Ext Price | Ship ID | S.Address | S.Street | S.City | S.State | S.Zip | Ship To Party No | Sold To Name | Sold To Address | Sold To City | Sold To State | Sold To ZIP |
|-----------|---------|-----------|----------|--------|---------|-------|------------------|---------------|-----------------|--------------|---------------|-------------|
| \$ 172.00 | 5700001 | Demo | Demo | Demo | Demo | 90501 | 5700001 | Demo Customer | Demo Address | TORRANCE | CA | Demo-1150 |
| \$ 343.00 | 5700001 | Demo | Demo | Demo | Demo | 90501 | 5700001 | Demo Customer | Demo Address | TORRANCE | CA | Demo-1150 |
| \$ 190.00 | 5700001 | Demo | Demo | Demo | Demo | 90501 | 5700001 | Demo Customer | Demo Address | TORRANCE | CA | Demo-1150 |
| \$ 133.00 | 5700001 | Demo | Demo | Demo | Demo | 90501 | 5700001 | Demo Customer | Demo Address | TORRANCE | CA | Demo-1150 |
| \$ 44.00 | 5700001 | Demo | Demo | Demo | Demo | 90501 | 5700001 | Demo Customer | Demo Address | TORRANCE | CA | Demo-1150 |
| \$ 285.00 | 5700001 | Demo | Demo | Demo | Demo | 45242 | 5700001 | Demo Customer | Demo Address | TORRANCE | CA | Demo-1150 |
| \$ 285.00 | 5700001 | Demo | Demo | Demo | Demo | 90501 | 5700001 | Demo Customer | Demo Address | TORRANCE | CA | Demo-1150 |
| \$ 38.00 | 5700001 | Demo | Demo | Demo | Demo | 90501 | 5700001 | Demo Customer | Demo Address | TORRANCE | CA | Demo-1150 |
| \$ 253.00 | 5700001 | Demo | Demo | Demo | Demo | 90501 | 5700001 | Demo Customer | Demo Address | TORRANCE | CA | Demo-1150 |
| \$ 44.00 | 5700001 | Demo | Demo | Demo | Demo | 90501 | 5700001 | Demo Customer | Demo Address | TORRANCE | CA | Demo-1150 |
| \$ 44.00 | 5700001 | Demo | Demo | Demo | Demo | 92618 | 5700001 | Demo Customer | Demo Address | TORRANCE | CA | Demo-1150 |
| \$ 388.00 | 5700001 | Demo | Demo | Demo | Demo | 90501 | 5700001 | Demo Customer | Demo Address | TORRANCE | CA | Demo-1150 |
| \$ 172.00 | 5700001 | Demo | Demo | Demo | Demo | 90501 | 5700001 | Demo Customer | Demo Address | TORRANCE | CA | Demo-1150 |
| \$ 388.00 | 5700001 | Demo | Demo | Demo | Demo | 90501 | 5700001 | Demo Customer | Demo Address | TORRANCE | CA | Demo-1150 |
| \$ 172.00 | 5700001 | Demo | Demo | Demo | Demo | 90501 | 5700001 | Demo Customer | Demo Address | TORRANCE | CA | Demo-1150 |
| \$ 77.00 | 5700001 | Demo | Demo | Demo | Demo | 90501 | 5700001 | Demo Customer | Demo Address | TORRANCE | CA | Demo-1150 |

AccessPointe - Standard Reports

Reports - Standard Reports

Report Type

Detail Report by Customer PO

Report Criteria

Report Product Type

Please select the type of product for the report

Date Range

Start Date (Format "MM/DD/YYYY")

End Date (Format "MM/DD/YYYY")

Quick Date Selection

Custom Field Filter

Custom Field

Custom Field Value

Manufacturers/Publishers

- All
- @Last Software, Inc.
- 3Com
- 3M Corporation
- Acer America Corporation
- ActivePDF, Inc.

Software Licensing Product Types

- All
- Applications
- Bundle
- CD Subscription
- Documentation
- FPP

Hold down the "Ctrl" button to select multiple items from the above lists.

Product Categories

- hierarchies
 - Hardware
 - Software
 - Services

Our reporting module makes your life easy.

- 3 - Way PO Matching Report
- Detail Report by Customer PO
- Detail Report by Ship to location
- Invoice Summary
- License Contract Summary
- Order Confirmation Report
- Outstanding Orders by Account
- Previous Purchase History Report
- Product Totals by Publisher/Manufacturer
- Product Totals by Quantity

Reports - Standard Reports

Report Type

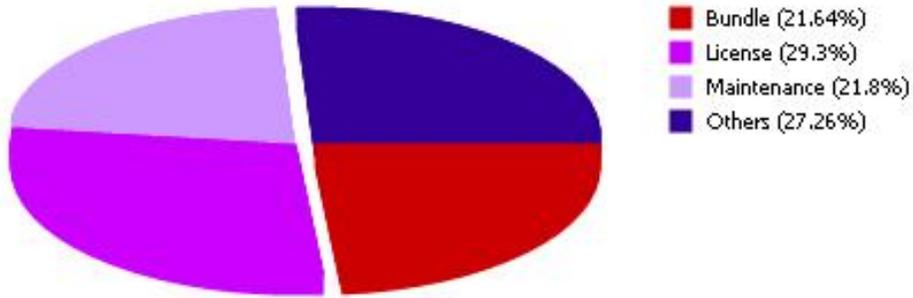
Select Report Type :

- 3-Way PO Matching Report
- 3-Way PO Matching Report
- Detail Report by Customer PO
- Detail Report by Ship To Location
- Invoice Summary
- License Contract Summary
- Outstanding Orders by Account
- Previous Purchase History
- Product Totals by Publisher/Manufacturer
- Product Totals by Quantity
- Purchase Activity Detail Report
- Purchase Summary by Billing Location
- Purchases by Contract
- Quote Summary Report
- Raw Data File
- Requisition Summary Report
- Snapshot
- Summary by Publisher/Manufacturer Name
- Top Publisher/Manufacturer Summary
- Total Sales by Year and Month

We also have dynamic reporting tools.

- Purchase Activity Detail Report
- Purchase Summary by Billing Location
- Purchase by Contract
- Raw Data File
- Requisition Summary Report
- Snapshot
- Summary by Publisher/Manufacturer Name
- Top Publisher/Manufacturer Summary
- Total Sales by Year and Month

Purchase By Product Type



| | | |
|---------------|----------------|----------------|
| Bundle | \$267,767.68 | 21.64 % |
| License | \$362,538.35 | 29.30 % |
| Maintenance | \$269,713.60 | 21.80 % |
| Others | \$337,306.76 | 27.26 % |
| Total: | 1237326 | 100.00% |

Reports - Standard Reports

Report Criteria

Report Product Type : All
 Report Type : Detail Report by Customer PO
 Date Range : From 8/24/2005 to 9/8/2009
 Custom Field :
 Manufacturers/Publishers : All
 Software Licensing Product Types : All
 Product Categories : All

Report Detail

Cost Center:
Code:

| Invoice Number | Invoice Date | Enpointe Part # | Mfg Part # | Part Description |
|----------------|--------------|-----------------|------------|---|
| 191014546 | 09/19/2005 | EP1970166 | P73-00156 | Windows Server Standard 2003 VOL CD AE 32-Bit Win ALL |
| 191024667 | 09/27/2005 | EP1970166 | P73-00156 | Windows Server Standard 2003 VOL CD AE 32-Bit Win ALL |

Total For [unclear]

Customer PO: FRWSVRM-0905 MELLERAUD GOMES
 Order Number: 150000290
 Order Date: 09/09/2005
 Cost Center:
Code:

| Invoice Number | Invoice Date | Enpointe Part # | Mfg Part # | Part Description |
|----------------|--------------|-----------------|------------|---|
| 191014016 | 09/16/2005 | EP1970166 | P73-00156 | Windows Server Standard 2003 VOL CD AE 32-Bit Win ALL |
| 191024665 | 09/27/2005 | EP1970166 | P73-00156 | Windows Server Standard 2003 VOL CD AE 32-Bit Win ALL |

Total For FRWSVRM

Customer PO: GERWSVRM-0905 KAMMANN
 Order Number: 150000291
 Order Date: 09/09/2005
 Cost Center:
Code:

Save As: Report Name:



Data View



Reports - Standard Reports

Report Criteria

Report Product Type : All
 Report Type : Snapshot Report (new)
 Date Range : From 1/1/2011 to 12/31/2011
 Custom Field :
 Manufacturers/Publishers : All
 Software Licensing Product Types : All
 Product Categories : All

Report Detail

Global Stats

| Total Spending Stats | Amount |
|----------------------|-------------|
| Total Amount Spent | \$1,886,257 |
| Total Returns | \$0 |
| Percent Returns | \$0 |
| Average Order Amount | \$5,581 |
| Total Unique Brands | \$45 |

Date Range Jan 1, 2011 To Dec 31, 2011

| | Jan 11 | Feb 11 | Mar 11 | Apr 11 | May 11 | Jun 11 | Jul 11 | Aug 11 | Sep 11 | Oct 11 | Nov 11 | Dec 11 |
|------------------------|----------|----------|----------|----------|----------|-----------|---------|----------|-----------|---------|-----------|---------|
| Spending/Month | \$10,695 | \$11,520 | \$11,774 | \$10,585 | \$21,195 | \$554,054 | \$9,416 | \$31,465 | \$293,920 | \$6,547 | \$915,359 | \$9,727 |
| Number Of MFR/Month | 6 | 13 | 13 | 10 | 14 | 7 | 6 | 12 | 14 | 7 | 7 | 9 |
| Number Of Orders/Month | 18 | 26 | 22 | 25 | 19 | 12 | 12 | 22 | 27 | 17 | 13 | 18 |

Date Range Jan 1, 2010 To Dec 31, 2010

| | Jan 10 | Feb 10 | Mar 10 | Apr 10 | May 10 | Jun 10 | Jul 10 | Aug 10 | Sep 10 | Oct 10 | Nov 10 | Dec 10 |
|------------------------|--------|--------|--------|--------|---------|----------|----------|---------|---------|----------|----------|-----------|
| Spending/Month | \$0 | \$0 | \$0 | \$0 | \$7,161 | \$10,067 | \$36,439 | \$5,655 | \$3,975 | \$10,916 | \$81,469 | \$155,064 |
| Number Of MFR/Month | 0 | 0 | 0 | 0 | 10 | 5 | 4 | 7 | 7 | 10 | 6 | 6 |
| Number Of Orders/Month | 0 | 0 | 0 | 0 | 18 | 7 | 6 | 11 | 11 | 16 | 13 | 13 |

Save As: Report Name:

ASSET MANAGEMENT REPORTS - ACCESSPOINTE

| ContractID | EnrollmentNumber | MasterAgreementNumber | Publisher | TotalQuantity | TotalSalesAmount |
|------------|----------------------|-----------------------|---|---------------|------------------|
| 75018xxx | 6229794 | | Microsoft | 7 | \$ 14,670.84 |
| 75018xxx | 4960985 | | Microsoft | 16 | \$ 4,746.12 |
| 75020xxx | 4400325764 | | Adobe Systems Inc. | 45 | \$ 25,713.71 |
| 75020xxx | 4400331470 | | Adobe Systems Inc. | 370 | \$ 8,916.39 |
| 75024xxx | PPA# 194433 -3274413 | | IBM | 1 | \$ 404.75 |
| 75025xxx | EA#114103141 | | VMware, Inc. | 71 | \$ 49,428.30 |
| 75026xxx | TLP-WSCA | | Corel Corporation TechSmith Corporation | 2 | \$ 38.40 |
| 75026xxx | VLP | | Corporation | 4 | \$ 377.17 |
| 75027xxx | 0266B3EEAD438E4FAECA | | Adobe Systems Inc. | 2 | \$ 1,075.80 |

| ContractID | PartDescription | PoolDescription | Quantity | SalesAmount |
|------------|---|-----------------|----------|--------------|
| 75018xxx | SQL SERVER STANDARD CORE Most Current Version Enterprise Enterprise-Additional Product Level D Year 2 (Prepaid) All Languages (Non-SpecificS | Bundle | 4 | \$ 12,738.00 |
| 75018xxx | Windows Server Most Current Version Enterprise Enterprise-True Up LevelD Year 2 (Prepaid) All Languages (Non-Specific OS) Single License Gov | Bundle | 3 | \$ 1,932.84 |
| 75018xxx | SQL SERVER DEVELOPER 2014 New License Select Plus-Level D Single Language (Non-Specific OS) Single License Corporate | License | 1 | \$ 23.64 |
| 75018xxx | VStudio Professional 2013 New License Select Plus-Level D Single Language (Non-Specific OS) Single License Corporate | License | 12 | \$ 3,859.20 |
| 75018xxx | VStudio Team Foundation Svr Usr CAL 2013 New License Select Plus-Level D Single Language (Non-Specific OS) Single License Corporate Design & Web Prem CLP5.0 Level2 Upgrade License Universal English | License | 3 | \$ 863.28 |
| 75020xxx | 6.0 Multi-platform Government Single User | License Upgrade | 4 | \$ 1,908.34 |
| 75020xxx | DESIGN STANDARD 6.0 New License CLP5.0-Level2 Universal English (Muti-platform) Single User Government | License | 2 | \$ 2,168.26 |
| 75020xxx | DESIGN STANDARD CLP5.0 Level2 New License Universal English 6.0 Muti-platform Government Single User | License | 12 | \$ 13,092.85 |
| 75020xxx | DESIGN STANDARD CLP5.0 Level2 Upgrade License Universal English 6.0 Muti-platform Government Single User | License Upgrade | 12 | \$ 3,947.56 |
| 75020xxx | FrameMaker CLP5.0 Level2 New License Universal English 12.0 Windows Government Single User | License | 1 | \$ 871.54 |
| 75020xxx | InDesign CLP5.0 Level2 New License Universal English 8.0 Muti-platformGovernment Single User | License | 4 | \$ 2,371.08 |
| 75020xxx | Photoshop CLP5.0 Level2 New License Universal English 13.0 Muti-platform Government Single User | License | 1 | \$ 583.34 |
| 75020xxx | Photoshop CLP5.0 Level2 Upgrade License Universal English 13.0 Muti-platform Government Single User | License Upgrade | 1 | \$ 166.24 |
| 75020xxx | Photoshop Elements CLP5.0 Level2 New License Universal English 12.0 Muti-platform Government Single User | License | 4 | \$ 302.25 |
| 75020xxx | Premiere Elements CLP5.0 Level2 New License Universal English 12.0 Muti-platform Government Single User | License | 4 | \$ 302.25 |
| 75020xxx | Acrobat Pro 11.0 New License Enterprise Agreement-Level2 Universal English (Windows) 2000+ User Government | License | 13 | \$ 1,362.27 |
| 75020xxx | Acrobat Pro Any Version New Maintenance Enterprise Agreement-12 Month Maint Level 2 (Prepaid) Universal English (Windows) 2000+ User Govern | Maintenance | 13 | \$ 275.08 |
| 75020xxx | Acrobat Pro Any Version Renewal Maintenance Enterprise Agreement-12 Month Maint Level 2 (Prepaid) Universal English (Windows) 2000+ User Go | Maintenance | 344 | \$ 7,279.04 |
| 75024xxx | RATL REQUISITE PRO FLOAT Most Current Maint Reinstate-Renewal Passport Advantage-Lvl GV 12 Month Reinstate Mnt (Pre Paid) American English (| Maintenance | 1 | \$ 404.75 |

| | | | | |
|----------|---|-------------|----|-----------------|
| 75025xxx | VCenter Svr 5.0 Production Maint Renewal VMWARE-1 Year (Prepaid) American English (Multiplatform) 1 User Corporate | Maintenance | 3 | \$ 3,432.06 |
| 75025xxx | VSphere Desktop Most Current Production Maint Renewal VMWARE-1 Year (Prepaid) American English (Multiplatform) 100 User Corporate | Maintenance | 4 | \$ 5,953.68 |
| 75025xxx | VSphere Ent Plus 5.0 Production Maint Renewal VMWARE-1 Year (Prepaid) American English (Multiplatform) 1 User Corporate | Maintenance | 38 | \$ 30,269.18 |
| 75025xxx | VSphere Std 5.0 New License VMWARE-Not Applicable American English (Windows) 1 User Corporate | License | 7 | \$ 5,642.56 |
| 75025xxx | VSphere Std 5.0 Production Maint Renewal VMWARE-1 Year (Prepaid) American English (Multiplatform) 1 User Corporate | Maintenance | 12 | \$ 2,070.16 |
| 75025xxx | VSphere Std 5.0 Production Maint VMWARE-1 Year (Prepaid) American English (Multiplatform) 1 User Corporate | Maintenance | 7 | \$ 2,060.66 |
| 75026xxx | WINZIP STANDARD Most Current New License Corel Transactional Lic Prog-Aor Single User/ Multilingual (Windows) 1 User Corporate | License | 2 | \$ 38.40 |
| 75026xxx | CAMTASIA STUDIO Most Current Maintenance Techsmith VLP-1YR (Prepaid) American English (Windows) 1 Corporate | Maintenance | 1 | \$ 61.25 |
| 75026xxx | CAMTASIA STUDIO Most Current New License Techsmith VLP-Not Available American English (Windows) 1 User Corporate | License | 1 | \$ 245.06 |
| 75026xxx | SNAGIT 12.0 New License Techsmith VLP-Not Available American English (Windows) 1 User Government | License | 2 | \$ 70.86 |
| 75027xxx | Creative Cloud Sub Most Current Subscription VIP - Value Incentive Plan-12 Month Maint Level 1 (Prepaid) Multi NorthAmerican Language (Mult | Maintenance | 1 | \$ 753.12 |
| 75027xxx | InDesign Most Current Subscription VIP - Value Incentive Plan-12 Month Maint Level 1 (Prepaid) Multi NorthAmerican Language (Multi-platform | Maintenance | 1 | \$ 322.68 |



Reporting Module



- 3 - Way PO Matching Report
- Detail Report by Customer PO
- Detail Report by Ship To location
- Invoice Summary
- License Contract Summary
- Order Confirmation Report
- Outstanding Orders by Account
- Previous Purchase history Report
- Product Totals by Publisher/Manufacturer
- Product Totals by Quantity

Reports - Standard Reports

Report Type

Select Report Type :

3-Way PO Matching Report

3-Way PO Matching Report

Detail Report by Customer PO

Detail Report by Ship To Location

Invoice Summary

License Contract Summary

Outstanding Orders by Account

Product Totals by Publisher/Manufacturer

Product Totals by Quantity

Purchase Activity Detail Report

Purchase Summary by Billing Location

Purchases by Contract

Raw Data File

Requisition Summary Report

Snapshot

Snapshot Report (new)

Summary by Publisher/Manufacturer Name

Top Publisher/Manufacturer Summary

Total Sales by Year and Month

| Top 5 Manufacturers | | | |
|---------------------------|-------|----------------|--|
| Manufacturer | Count | Total Spending | |
| American Power Conversion | 80 | \$33,082 | |
| Hewlett-Packard | 27 | \$12,717 | |
| Plantronics Inc. | 28 | \$4,613 | |
| Apple Computer | 5 | \$4,544 | |
| Canon | 34 | \$3,635 | |

- Purchase Activity Detail Report
- Purchase Summary by Billing Location
- Purchase by Contract
- Raw Data File
- Requisition Summary Report
- Snapshot New
- Summary by Publisher/Manufacturer Name
- Top Publisher/Manufacturer Summary
- Total Sales by Year and Month

INVOICING REPORTS

En Pointe customers are electronically invoiced through Accesspointe that comes with the reporting tools and invoice reports. En Pointe can also provide one consolidated invoice report according to the requirements of the customer. Online invoicing history by customer is also available through our system, and can be generated into a PDF document. Please refer to the following screenshot for our sample invoice report:



En Pointe Technologies Sales

Phone: (310)337-5200
 Fax: (310)258-2309
 Website: www.enpointe.com

Invoice

Please ACH Payment in US Dollars To:
 Bank of America
 ABA# 122000030
 Acct#/Name: 1453331104/En Pointe Technologies Sales

Please Remit Payment in US Dollars To:
 En Pointe Technologies Sales
 P.O. Box 740545
 Los Angeles, CA 90074-0545

Customer Account Number:

| | |
|------------------------------|---|
| Billing Address | Information |
| Attn : Accounts payable | Invoice Number: 07/23/2015 Document Date: 07/23/2015 Purchase Order No.: 08/17/2015 Payment Due Date: 08/17/2015 End User Contact: Purchase Order Date: 07/16/2015 Sales Order Number: Payment Terms: Net 25 Billing Date: 07/23/2015 Salesperson: Terrell Polk |
| Ship-To Party Address | ***** SAVE TIME & MONEY. Receive your invoices electronically via EDI, E-mail, XML or Fax. Email your request to CreditCustomerCareCenter@enpointe.com or call 310-337-5200. We can set you up today! ***** *To avoid late charges of 1.5% per month, pls pay by due date. *F.O.B Destination supersedes terms on reverse. |
| Sold-to Party Address | |

| Invoice Details | | | | | | Page: 1 of 1 |
|-----------------|--|--------|----------|--------------------------------|--------|--------------|
| Item | Mfg Part# / Mfg Name/Material Description | Tax | Quantity | Unit Price | Amount | |
| 0010 | Z0QX/ imac - intel quad core i7 (4.0ghz) - 8gb (2 x 4gb) ram - 512gb flash s torage - amd radeon r9 m290x 2gb gddr5 - 27 inch with display E-Waste Recycling(EWR) Fee | 253.72 | 1EA | 2,819.15 | | |
| 0020 | Z0QX/ imac - intel quad core i5 (3.5ghz) - 8gb (2 x 4gb) ram - 512gb flash s torage amd radeon r9 m290x 2gb gddr5 - 27 inch with retina display E-Waste Recycling(EWR) Fee | 228.98 | 1EA | 2,544.21 | | |
| | | 4.00 | 4.00 | | | |
| | | 4.00 | 4.00 | | | |
| | | | | Sub Total | | \$ |
| | | | | Freight | | \$ |
| | | | | Handling Charge | | \$ |
| | | | | Amount subject to sales tax | | \$ |
| | | | | Sales tax-State | | \$ |
| | | | | Sales tax-Local | | \$ |
| | | | | Total Taxes | | \$ |
| | | | | EWR Fee | | \$ |
| | | | | Total amount.... | | \$ |

All software, updates, maintenance and licensed products are delivered electronically unless expressly denoted as tangible media or CD on the invoice description. This invoice is subject to En Pointe's standard terms and conditions available at www.enpointe.com/invoice-terms

DETAILED REPORTS

AccessPointe can also generate report showing total quantities purchase from inception of contract of different invoice numbers.

|  | | | | | | | |
|---|--------------|-----------------|------------|---|------------|----------|----------------|
| Detail Report By Customer PO For Period: Aug 24, 2005 To Sep 8, 2009 | | | | | | | |
| Customer PO: DUBWSVRM-0905 HUSSNAIN Order Number: 150000289 Order Date: 09/09/2005 Cost Center: Code: | | | | | | | |
| Invoice Number | Invoice Date | Enpointe Part # | Mfg Part # | Part Description | Unit Price | Quantity | Sales Amount |
| 191014546 | 09/19/2005 | EP1970166 | P73-00156 | Windows Server Standard 2003 VOL CD AE 32-Bit Win ALL | \$21.00 | 1 | \$21.00 |
| 191024667 | 09/27/2005 | EP1970166 | P73-00156 | Windows Server Standard 2003 VOL CD AE 32-Bit Win ALL | \$21.00 | 1 | \$21.00 |
| Total For DUBWSVRM-0905 HUSSNAIN: | | | | | | | \$21.00 |
| Customer PO: FRWSVRM-0905 MELLERAUD GOMES Order Number: 150000290 Order Date: 09/09/2005 Cost Center: Code: | | | | | | | |
| Invoice Number | Invoice Date | Enpointe Part # | Mfg Part # | Part Description | Unit Price | Quantity | Sales Amount |

Snapshot

For Period: Aug 24, 2005 To Sep 8, 2009

| Top 10 Publishers/Manufacturers (Based on net sales) | | | | | Top 10 Products (Based on net sales) | | | | | |
|--|-------------------------------------|----------|--------------|--------------|--------------------------------------|------------------|--|----------|--------------|--------------|
| Rank | Publisher/Manufacturer | Quantity | Total Sales | %Total Sales | Rank | Mfg Part ID | Product Description | Quantity | Total Sales | %Total Sales |
| 1 | Microsoft Corp. | 2374 | \$315,585.96 | 25.51% | 1 | 021-06293 | Office 2003 NL SEL-B UL (32) 1 CORP | 432 | \$124,679.52 | 10.08% |
| 2 | IBM | 1546 | \$196,294.14 | 15.86% | 2 | H05-00175 | Sharepoint Portal CAL Device MC LSA SEL-B-2Y (1/1)AE (NT) CORP | 1200 | \$97,824.00 | 7.91% |
| 3 | VMware, Inc. | 28 | \$153,131.25 | 12.38% | 3 | VINB8X2U-P-SSS-C | VIN BLADE SERVER LICENSE PACK 24X7 SUPPORT/SUB 1CORP | 6 | \$81,119.28 | 6.56% |
| 4 | Symantec Corporation | 14580 | \$135,384.35 | 10.94% | 4 | VIN-B-8X2U-CE | VIN BLADE SERVER LIC PACK VIRTUAL NODE FOR 8 RACK PRICING NL 1 (Win)CORP | 2 | \$54,937.94 | 4.44% |
| 5 | Adobe Systems INC. | 316 | \$87,427.31 | 5.45% | 5 | 10499855 | PCANYWHERE HOST ONLY 11.5 UPGRADE LICENSE SPA F ENGLISH (ALL WINDOWS) 1USR CORPORATE | 2038 | \$53,456.74 | 4.32% |
| 6 | VERITAS SOFTWARE | 88 | \$53,883.53 | 4.35% | 6 | E00PCLL-H | INFORMIX DYNAMIC SERVER ENTERPRISE EDITION CONCESSION RENEWAL MAINT 1.84 POINTS | 104 | \$35,187.36 | 2.84% |
| 7 | Trend Micro | 26001 | \$43,148.56 | 3.49% | 7 | E1CS6LL-LEVEL H | NOTES WITH COLLABORATION USER MAINT RENEWAL PPA LEVEL H | 1075 | \$31,669.50 | 2.56% |
| 8 | Macrovision Corporation | 17 | \$41,871.69 | 3.38% | 8 | 184566.MTSS | Attachmate Maintenance and Technical Support Sub MC AE (NON) 1 CORP | 1000 | \$31,610.00 | 2.55% |
| 9 | WRQ | 1000 | \$31,610.00 | 2.55% | 9 | 110150 | Diskeeper Pro 9.0 NL AE (WIN) 1 CORP | 1741 | \$31,129.08 | 2.52% |
| 10 | Diskeeper Corporation International | 1741 | \$31,129.08 | 2.52% | 10 | 10499856 | PCANYWHERE HOST & REMOTE 11.5 UPGRADE LICENSE SPA F ENGLISH (ALL WINDOWS) 1USR CORPORATE | 521 | \$29,123.90 | 2.35% |
| Total: | | | | | Total | | | | | |
| 47691 \$1,069,465.87 86.43% | | | | | 8119 \$570,737.32 46.13% | | | | | |

| Sales By Month | | | Sales By Month | | |
|----------------|-----------------------|------------|----------------|-----------------------|------------|
| Month | Sales | Quantity | Month | Sales | Quantity |
| Jan | \$418,653.40 | 105.00 | Jan | \$418,653.40 | 105.00 |
| Feb | \$142,862.64 | 121.00 | Feb | \$142,862.64 | 121.00 |
| Mar | \$844,665.33 | 130.00 | Mar | \$844,665.33 | 130.00 |
| Apr | \$46,948.65 | 60.00 | Apr | \$46,948.65 | 60.00 |
| May | \$19,547.22 | 38.00 | May | \$19,547.22 | 38.00 |
| Aug | \$106,462.45 | 29.00 | Aug | \$106,462.45 | 29.00 |
| Sep | \$269,028.66 | 198.00 | Sep | \$269,028.66 | 198.00 |
| Oct | \$68,192.53 | 93.00 | Oct | \$68,192.53 | 93.00 |
| Nov | \$1,169,946.70 | 97.00 | Nov | \$1,169,946.70 | 97.00 |
| Dec | \$1,869,805.33 | 85.00 | Dec | \$1,869,805.33 | 85.00 |
| Total: | \$4,956,112.91 | 956 | Total: | \$4,956,112.91 | 956 |

Total Sales By Year and Month
For Period: Aug 24, 2005 To Sep 8, 2009

| Year | Month | Quantity | Total Sales |
|-----------------------|--------------|---------------------|---------------------|
| 2005 | August | 126 | \$54,237.44 |
| | September | 2924 | \$112,474.44 |
| | October | 7303 | \$30,552.21 |
| | November | 10587 | \$308,824.41 |
| | December | 28257 | \$245,820.41 |
| | 2006 | January | 1573 |
| February | | 61 | \$32,551.85 |
| March | | 61 | \$17,161.91 |
| April | | 93 | \$19,944.81 |
| May | | 41 | \$14,267.27 |
| Total For 2006 | | 1829 | \$181,129.92 |
| Report Total : | 51026 | \$933,038.83 | |

RENEWAL REPORTING

Reporting is one of the most critical parts of the renewal process that shows the results of a complete renewal activities performed in a particular quarter. The Business Analysis Report (BAR), which is the most valuable, determines total potential renewal per quarter. In addition, a weekly report is also prepared which manages the number of opportunities sent and followed up per week along with the progress of each renewal opportunity.

Renewal Reporting helps in generating a projection of the potential business through Renewals in the upcoming 90 days and more for coming year.

Below is a sample of the type of information En Pointe manages. Moreover, the information is customizable to match your requirements.

The standard notifications are sorted by:

1. Customer Name
2. Manufacturer Name
3. En Pointe Purchase order number
4. En Pointe Sales order number
5. Expiring SKU (Part number of the expiring License. Can be one or many)
6. Expiring Part Description (explanation of expiring licenses)
7. Expiration Date (the date when part gets expired)
8. Renewal SKU (Part number of the new service)
9. Opportunity amount (The list price customer will pay to renew)
10. AE name (who has been assigned to the customer)

Key Services of Renewal Team:

1. Renewal Process Management
2. Random Renewal Opportunities
3. Upgrade Promotions
4. Renewal Outsourcing
5. Renewal Repository

En Pointe understands the need for tracking software licenses and ensuring that all the contracted participants are receiving timely notifications and renewals of all Volume Licensing Agreements. To complete this our Account Managers work with the end users to ensure compliancy with active and early communication. Our backend reporting system works proactively to ensure end users can easily track and maintain license Agreements.

Our license tracking works by actively maintaining all licensing agreements customers have with software publishers (both contractual agreements as well as transactional software volume discount agreements). This enables us to ensure customers are purchasing products in compliance with any agreements they have, and prevents accidental quotes and/or orders for products at prices outside of any agreement terms. Because every license is individually recorded against a customer-specific agreement, we can easily track license purchases for customers and record them against contractual milestones to assist customers in recognizing how to take best advantage of any agreements they have entered into. The below screenshot shows a summary of the various Publisher contracts and standard reports.

AccessPointe™
En Pointe Technologies e-Procurement

Home | About | Logout
Search:

| Software | Search | My Contracts | Reports | Services | Buy Hardware |
|----------|--------|--------------|---------|----------|--------------|
|----------|--------|--------------|---------|----------|--------------|

Productivity

- Dashboard
- Order Tracking
- My Profile
- Document Search
- Reports
- Tools
- Logout

Search Assistants

- Search
- Advance Search
- My Contracts
- Standards / Bundles
- My Favorites

Cart Details

0 Items(s)
Check out

Licensing Information

eProcurement Features

User: Adams, paul
Account: (0001009991)
COUNTRYWIDE HOME LOANS [SFTWR]
[SFTWR]

Account information

User: **Adams, paul**
Account: COUNTRYWIDE HOME LOANS [SFTWR]
SAP Account Number: 0001009991

Inbox

Messages from En Pointe

En Pointe Contacts

Sheila Johns - (National Account Executive)
Ph: (310-725-1188)
Cell: (310-365-6744)
Fax: (310-725-1105)
sjohns@enpointe.com

Norma Munoz-Pratt - (Customer Support Representative-Manages Order Processing-Corporate)
Ph: (310-725-5509)
Fax: (310-725-1105)
npratt@enpointe.com

Marc Villalba - Customer Support Representative-Manages Order Processing-Backup)
Ph: (310-725-5215)
Fax: (310-725-1105)
mvillalba@enpointe.com

Corporate Headquarters: 100 North Sepulveda Blvd., 19th Floor, El Segundo, CA 90245
Configuration & Distribution Center: 1040 Vintage Ave., Ontario, CA 91761

My Contracts [Edit](#)

| Program Name | Expiration Date |
|--|-----------------|
| Microsoft Select 6.0 Level D | 01/31/2008 |
| Microsoft Select 6.0 Level A | 01/31/2008 |
| Microsoft Open | 11/30/2007 |
| Adobe CLP 4.0 Multiple Contracts | 11/30/2007 |
| zrfp test | 12/31/2006 |

[More...](#)

My Saved Reports [Edit](#)

| Report Name | Date Created |
|---|----------------------|
| License Contract Summary | 2/15/2006 3:41:59 PM |
| Summary by Publisher Name | 2/15/2006 3:41:57 PM |
| Summary by Publisher Name | 2/15/2006 3:41:56 PM |
| License Contract Summary | 2/15/2006 3:41:56 PM |
| License Contract Summary | 2/15/2006 3:41:54 PM |

[More...](#)

My Standards / Bundles [Edit](#)

| Standards / Bundles Name | Description | |
|--------------------------|--|---------------------------|
| Access Licensing | Access 2003 NL SEL-D UL (32) 1 CORP MICROSOFT... | Configure |
| Antivirus | Antivirus softwares | Configure |
| Microsift | Microst license | Configure |
| Adobe Acrobat | All kinds of Softwares // GK Testing | Configure |
| Adope | license- Contract | Configure |

Renewal Notification:

En Pointe provides pro-active notifications of renewals and contract expirations as part of our SW Account Management program. We maintain a dedicated renewals team that tracks all expirations, renewals and provides notification to your account management team 90 days in advance. If we determine a need for a pre-90 day notification, the SLA with the renewal team will be modified and set to an earlier period between 120 and 180 days as required.

Our Renewal Team ensures accuracy and timely delivery of information to the customers by converting the data into useful information. The team understands the importance of time for every tier involved in the process by making sure that all the relevant and pertinent information flows through the channel. Our team is equipped with the necessary skill set that is required to meet customer satisfaction. Support dimension covers customer services and management of services for the customers so that they face no problem in getting the required Services. Moreover, Renewal Reporting helps in generating a projection of the potential business through Renewals in the upcoming 90 days and more for the coming year.

Below is a sample of the type of information that we can send. Moreover we can customize the data to match what you require.

| Cust Name | Mfr name | Contract# | PO# | Exp Sku/Service Description | Qty | Exp Date | Expiring Sku/Service | Program Description |
|-----------|--------------|-----------|---------|---------------------------------------|-----|------------|----------------------|---------------------|
| | VMware, Inc. | 75006864 | 6051809 | VIRTUAL CENTER MNGMT SVR FR INFRA\MNT | 1 | 10/31/2009 | VI-VCMS-P-SSS-C-8M | VMWare |
| | VMware, Inc. | 75006864 | 6051809 | INFRASTRUCTURE 3 ENTERPRISE\MNT | 1 | 10/31/2009 | VI-ENT-P-SSS-C-8M | VMWare |
| | VMware, Inc. | 75006864 | 6051809 | INFRASTRUCTURE 3 ENTERPRISE\MNT | 3 | 10/31/2009 | VI-ENT-P-SSS-C-7M | VMWare |
| | VMware, Inc. | 75006864 | 6051809 | INFRASTRUCTURE 3 ENTERPRISE\MNT | 1 | 10/31/2009 | VI-ENT-P-SSS-C-4M | VMWare |
| | VMware, Inc. | 75006864 | 6051809 | VMOTION\MNT | 3 | 10/31/2009 | VI-VMOT-P-SSS-C-1M | VMWare |
| | VMware, Inc. | 75006864 | 6051809 | INFRASTRUCTURE 3 STANDARD\MNT | 1 | 10/31/2009 | VI-STD-P-SSS-C-23M | VMWare |
| | VMware, Inc. | 75006864 | 6051809 | INFRASTRUCTURE 3 STANDARD\MNT | 1 | 10/31/2009 | VI-STD-P-SSS-C-7M | VMWare |
| | VMware, Inc. | 75006864 | 6051809 | INFRASTRUCTURE 3 STANDARD\MNT | 1 | 10/31/2009 | VI-STD-P-SSS-C-2M | VMWare |
| | VMware, Inc. | 75006864 | 6051809 | INFRASTRUCTURE 3 STANDARD\MNT | 1 | 10/31/2009 | VI-STD-P-SSS-C-1M | VMWare |
| | VMware, Inc. | 75005423 | 6056713 | INFRASTRUCTURE 3 STANDARD\MNT | 1 | 31-Dec-09 | VI-STD-P-SSS-C | VMWare |

Key Services of Renewal Team:

1. Renewal Process Management
2. Random Renewal Opportunities
3. Upgrade Promotions
4. Renewal Outsourcing
5. Renewal Repository

General Notifications & Product Awareness:

We receive regular product announcements, anniversary dates, safety information and notifications, product compatibility information, new product highlights, pre-loads, product end-of-life and alliances information on all products from our publishers. The purpose is to

communicate to the end users of future product directions, discuss how it will affect your current standards and illustrate the migration from current platforms to future products several months in advance. Product announcement notifications generally start about 4 months prior to end of production or any product lead time issues (i.e. Constraint, manufacturers defect, etc.) and products are flagged in En Pointe's system with the appropriate status. We will be able to alert you when there are any product announcements so we can assist in product transition decisions or alternative product acquisitions. In addition, your En Pointe account team will have regular meetings with partners to discuss roadmap and product transitions. Quarterly updates on roadmap can be delivered to you via reporting/meetings where evaluation products can be provided to your technical evaluation teams.

ON-DEMAND REPORTING

For reporting requirements not covered by our standard or premium reports, En Pointe can create customized reports to capture any customer-specific data management field in any format that customer needs.

Our robust reporting applications provide a number of branding, dashboard configurations, customer fields (line item and header) and feature personalization. En Pointe can provide multiple profiles for users, and tailor each user profile to meet specific needs. Such custom features include capture of Business Unit Number, Cost Center Number, and Compliance Point Value.

Depiction of online reporting structure

APPENDIX B EN POINTE QUARTERLY BUSINESS REVIEW_6_6

Section #1: 2015 1st Half Performance vs. 2016 1st Half Performance

- Total GMD/Revenue/Service Revenue with Y/Y Growth
- Top 10 Vendor Mix and % GMD contribution (please also include Y/Y vendor growth)

Section #2: 2016 1st Half Performance vs. Annual 2016 Business Review Territory Plan

- GMD Results compared to GMD call
- Top 10 Target Accounts Results
- Strategic vendor targets (Adds) results
- Vendor Trainings Cert Results
- Top 5 Customer Account Profiles Results
 - Y/Y GMD Growth
 - Strategic wins inside the account

Account Losses or challenges

Section #3: 2016 2nd Half Territory Plan

- 2016 2nd Half GMD Call by Customer
- Customer Account opportunities and risk
- Top 10 Target Prospect Accounts
- Strategic vendor targets (Adds)
- Vendor Trainings (Commit to Certs!)
- Engineering engagement motion and commit
- Key Hardware and Software Renewals (Complete Renewal Spreadsheet)

Section #4: Weekly Activity Goals

- Customer Meetings
- Prospects Meetings
- Engineering/Specialist Meetings
- Mfg / Publisher Meetings
- Opportunities Added
- Deal Registrations
- Walk-ins

Total Sales by Month

| Year | Month | Quantity | Total Sales |
|----------------|-----------|----------|-------------|
| 2015 | | | |
| | January | 1 | \$10000 |
| | February | 1 | \$10000 |
| | March | 1 | \$10000 |
| | April | 1 | \$10000 |
| | May | 1 | \$10000 |
| | June | 1 | \$10000 |
| | July | 1 | \$10000 |
| | August | 1 | \$10000 |
| | September | 1 | \$10000 |
| | October | 1 | \$10000 |
| Total For 2015 | | 150 | \$10000 |
| Report Total : | | 150 | \$10000 |

Total Sales by Hardware Spend

| Hardware Stats | | | | | |
|------------------------|-------|----------------|---------------------------|-------|----------------|
| Top 5 Manufacturers | | | Top 5 Hardware Categories | | |
| Mfg | Count | Total Spending | Category | Count | Total Spending |
| Kingston | 60 | \$10000 | Flash Memory | 60 | \$10000 |
| Apple Computer | 8 | \$10000 | Power Adapters & Chargers | 6 | \$10000 |
| Lexar Media, Inc. | 10 | \$10000 | USB Flash Drives | 10 | \$10000 |
| En Pointe Technologies | 1 | \$10000 | CD-ROM Drives | 2 | \$10000 |
| StarTech.com | 2 | \$10000 | Keyboard | 2 | \$10000 |

Total Sales by Software Spend

| Software Stats | | | | | | |
|-----------------------|-------|----------------|--|---------------------|-------|----------------|
| Publisher | Count | Total Spending | | Type | Count | Total Spending |
| Adobe Systems Inc. | 25 | \$10000 | | Maintenance | 19 | \$10000 |
| Nuance Communications | 39 | \$10000 | | FPP | 39 | \$10000 |
| Dell Software Inc. | 1 | \$10000 | | License | 26 | \$10000 |
| TechSmith Corporation | 17 | \$10000 | | Bundle | 1 | \$10000 |
| The Omni Group | 2 | \$10000 | | Hosted Subscription | 1 | \$10000 |

Top Publisher / Manufacturer Summary

| Publisher/Manufacturer | Quantity | Total Sales |
|----------------------------------|----------|-------------|
| Adobe Systems Inc. | 25 | \$10000 |
| Nuance Communications | 39 | \$10000 |
| Kingston | 60 | \$10000 |
| Dell Software Inc. | 1 | \$10000 |
| TechSmith Corporation | 17 | \$10000 |
| Apple Computer | 8 | \$10000 |
| Lexar Media, Inc. | 10 | \$10000 |
| IDM Computer Solutions, Inc. | 2 | \$10000 |
| En Pointe Technologies - Ontario | 1 | \$10000 |
| StarTech.com | 2 | \$10000 |
| Report Total : | 167 | \$10000 |

Summary by Publisher / Manufacturer Name

| Publisher/Manufacturer | License | Maintenance | Lic & Mi Bundles | Shrink Wrap | Others | Total Sales |
|----------------------------------|---------|-------------|------------------|-------------|---------|-------------|
| Adobe Systems Inc. | \$10000 | \$10000 | \$10000 | \$10000 | \$10000 | \$10000 |
| Apple Computer | \$10000 | \$10000 | \$10000 | \$10000 | \$10000 | \$10000 |
| Dell Software Inc. | \$10000 | \$10000 | \$10000 | \$10000 | \$10000 | \$10000 |
| En Pointe Technologies - Ontario | \$10000 | \$10000 | \$10000 | \$10000 | \$10000 | \$10000 |
| IDM Computer Solutions, Inc. | \$10000 | \$10000 | \$10000 | \$10000 | \$10000 | \$10000 |
| Kingston | \$10000 | \$10000 | \$10000 | \$10000 | \$10000 | \$10000 |
| Nuance Communications | \$10000 | \$10000 | \$10000 | \$10000 | \$10000 | \$10000 |
| StarTech.com | \$10000 | \$10000 | \$10000 | \$10000 | \$10000 | \$10000 |
| TechSmith Corporation | \$10000 | \$10000 | \$10000 | \$10000 | \$10000 | \$10000 |
| The Omni Group | \$10000 | \$10000 | \$10000 | \$10000 | \$10000 | \$10000 |
| Report Total : | \$10000 | \$10000 | \$10000 | \$10000 | \$10000 | \$10000 |

Product totals by publisher/manufacturer

| EP Part # | Product Description | Product Type | Mfg Part # | Quantity | Total Sales |
|--|--|--------------|-------------------|----------|-------------|
| Adobe Systems Inc. | | | | | |
| 60424513 | Acrobat Pro DC Any Version Subscription VIP - Value Incentive Plan-12 Month Maint Level 1 (Prepaid) Multi NorthAmerican Language (Multi-pla | Maintenance | 65234080BA01A12 9 | | \$10000 |
| 60418047 | Creative Cloud Teams Sub Most Current Renewal Subscription VIP - Value Incentive Plan-1 Year Level 1 12 Months (Prepaid) Multi NorthAmerican | Maintenance | 65227494BA01A12 6 | | \$10000 |
| 60395748 | Acrobat Pro TLPLLevel1 New License Universal English 11.0 Muti-platformSingle User Corporate | License | 65195512AD01A005 | | \$10000 |
| 60418031 | Acrobat Pro Any Version Subscription VIP - Value Incentive Plan-1 Year Level 1 8 Months (Prepaid) Multi NorthAmerican Language (Multi-platfo | Maintenance | 65234080BA01A12 3 | | \$10000 |
| 60421025 | Acrobat Pro Any Version Subscription VIP - Value Incentive Plan-1 Year Level 1 7 Months (Prepaid) Multi NorthAmerican Language (Multi-platfo | Maintenance | 65234080BA01A12 1 | | \$10000 |
| Total for Publisher/Manufacturer: Adobe Systems Inc. | | | | 25 | \$10000 |

Product Totals by Quantity

| Mfg Part # | Product Description | Product Type | Quantity | Total Sales | Mfg Part # | Product Description | Product Type | Quantity | Total Sales |
|-------------|--|--------------|----------|-------------|-----------------|---|--------------|----------|-------------|
| DTSE9H/64GB | 64GB USB 2.0 DataTraveler SE9 - Metal Casing | Others | 30 | \$832.65 | SVUSBPOWER | StarTech.com - Power Adapter (External) | Others | 2 | \$10000 |
| DTSE9H/64GB | 64GB USB 2.0 DataTraveler SE9 - Metal Casing | Others | 30 | \$724.80 | 65234080BA01A12 | Acrobat Pro DC Any Version Subscription VIP - Value Incentive Plan-12 Month Maint Level 1 (Prepaid) Multi NorthAmerican Language (Multi-pla | Maintenance | 2 | \$10000 |

License Contract Summary

| | | | |
|--|-----------------------|----|---------|
| Contract ID: | | | |
| Enrollment #:55254910A0006 | | | |
| Publisher: Adobe Systems | | | |
| Master Agreement #: | | | |
| Acrobat Pro Any Version Subscription VIP - Value Incentive Plan-1 Year Level 1 7 Months (Prepaid) Multi NorthAmerican Language (Multi-platfo | Maintenance 6 | | \$10000 |
| Acrobat Pro Any Version Subscription VIP - Value Incentive Plan-1 Year Level 1 8 Months (Prepaid) Multi NorthAmerican Language (Multi-platfo | Maintenance 9 | | \$10000 |
| Acrobat Pro Any Version Subscription VIP - Value Incentive Plan-1 Year Level 1 9 Months (Prepaid) Multi NorthAmerican Language (Multi-platfo | Maintenance 6 | | \$10000 |
| Acrobat Pro DC Any Version Subscription VIP - Value Incentive Plan-12 Month Maint Level 1 (Prepaid) Multi NorthAmerican Language (Multi-pla | Hosted Subscription 2 | | \$10000 |
| Acrobat Pro DC Any Version Subscription VIP - Value Incentive Plan-12 Month Maint Level 1 (Prepaid) Multi NorthAmerican Language (Multi-pla | Maintenance 9 | | \$10000 |
| Acrobat Pro DC Any Version Subscription VIP - Value Incentive Plan-12 Month Maint Level 1 (Prepaid) Multi NorthAmerican Language (Multi-pla | Media 1 | | \$10000 |
| Total For Adobe Systems Inc. : | | 33 | \$10000 |
| Report Total : | | 59 | \$10000 |

Purchases by Contract Detail

| Customer PO # | Order # | Part ID | Mfg Part ID | Product Description | Unit Price | Quantity | Total Sales |
|---------------------|----------|----------|-----------------|---|------------|----------|-------------|
| Contract ID: | | | | | | | |
| Enrollment #: | | | | | | | |
| Publisher: | | | | | | | |
| Master Agreement #: | | | | | | | |
| 20539 | 50300407 | 60414890 | SNAG01-12-E | SNAGIT 12.0 New License Techsmith VLP-Not Available American English (Multiplatform) 1 User Corporate | \$10000 | 1 | \$10000 |
| 20539 | 50300407 | 60414890 | SNAG01-12-E | SNAGIT 12.0 New License Techsmith VLP-Not Available American English (Multiplatform) 1 User Corporate | \$10000 | 1 | \$10000 |
| 20729 | 50300907 | 60414890 | SNAG01-12-E | SNAGIT 12.0 New License Techsmith VLP-Not Available American English (Multiplatform) 1 User Corporate | \$10000 | 1 | \$10000 |
| 20729 | 50300907 | 60414890 | SNAG01-12-E | SNAGIT 12.0 New License Techsmith VLP-Not Available American English (Multiplatform) 1 User Corporate | \$10000 | 1 | \$10000 |
| 20731 | 50300917 | 60414890 | SNAG01-12-E | SNAGIT 12.0 New License Techsmith VLP-Not Available American English (Multiplatform) 1 User Corporate | \$10000 | 1 | \$10000 |
| 20731 | 50300917 | 60414890 | SNAG01-12-E | SNAGIT 12.0 New License Techsmith VLP-Not Available American English (Multiplatform) 1 User Corporate | \$10000 | 1 | \$10000 |
| 20854 | 50301245 | 60414890 | SNAG01-12-E | SNAGIT 12.0 New License Techsmith VLP-Not Available American English (Multiplatform) 1 User Corporate | \$10000 | 2 | \$10000 |
| 20854 | 50301245 | 60414890 | SNAG01-12-E | SNAGIT 12.0 New License Techsmith VLP-Not Available American English (Multiplatform) 1 User Corporate | \$10000 | 2 | \$10000 |
| 21919 | 50305219 | 60424513 | 65234080BA01A12 | Acrobat Pro DC Any Version Subscription VIP - Value Incentive Plan- 12 Month Maint Level 1 (Prepaid) Multi NorthAmerican Language (Multi-pla | \$10000 | 1 | \$105.08 |

| | | | | | | | | |
|---------------------|----------|----------|-----------------|--|---------|---|----------|---------|
| 22049 | 50306219 | 60421025 | 65234080BA01A12 | Acrobat Pro Any Version Subscription VIP - Value Incentive Plan-1 Year Level 1 7 Months (Prepaid) Multi NorthAmerican Language (Multi-platfo | \$10000 | 1 | \$105.08 | |
| 22049 | 50306219 | 60424513 | 65234080BA01A12 | Acrobat Pro DC Any Version Subscription VIP - Value Incentive Plan-12 Month Maint Level 1 (Prepaid) Multi NorthAmerican Language (Multi-pla | \$10000 | 1 | \$105.08 | |
| 22550 | 50308728 | 60424513 | 65234080BA01A12 | Acrobat Pro DC Any Version Subscription VIP - Value Incentive Plan-12 Month Maint Level 1 (Prepaid) Multi NorthAmerican Language (Multi-pla | \$10000 | 1 | \$74.25 | |
| 22550 | 50308728 | 60424513 | 65234080BA01A12 | Acrobat Pro DC Any Version Subscription VIP - Value Incentive Plan-12 Month Maint Level 1 (Prepaid) Multi NorthAmerican Language (Multi-pla | \$10000 | 1 | \$74.25 | |
| Total For 75101951: | | | | | | | | \$10000 |
| Report Total : | | | | | | | | \$10000 |

Custom Non Web Based Report Example

Costum Sample Report

| 2015 | | | | | | | | | | | | | |
|-------------------------------------|----------------------------------|----------|------------|---------------|------------|----------------|--------------|------------------------|------------------|---|------------|----------|--------------|
| Customer Name | Address | City | Zip code | Customer PO | Order Date | Invoice Number | Invoice Date | Vendor | Manufacturer P/N | Product Description | Unit Price | Quantity | Total Price |
| VSCA-HI Office of Council Services | 200 S High St Room #703 | Wailuku | 96793 | 15-959 | 6/23/2015 | 92942418 | 7/1/2015 | KEMP Technologies Inc. | EB-2200 | 1YR 100% BASIC SUP EXIT OR RMVL FOR LM-22 | \$846.64 | 2 | \$1,233.28 |
| VSCA-HI-DEPT OF EDUCATION | 601 KAMOKILA BLVD STE 409 | KAPOLEI | 96707 | PO47082-2323 | 6/25/2015 | 92942407 | 7/1/2015 | Microsoft | 021-1012 | Office Standard Media | \$20.15 | 1 | \$20.15 |
| VSCA-HI-DEPT OF TRANSPORTATION | 79 South Nimitz Highway | Honolulu | 96813 | 60727173 | 6/25/2015 | 92942421 | 7/1/2015 | Microsoft | P73-06344 | Windows Server Standard 2012R2 Media | \$20.15 | 1 | \$20.15 |
| VSCA-HI-DEPT OF EDUCATION | 601 KAMOKILA BLVD STE 409 | KAPOLEI | 96707 | Y45927-384 | 6/30/2015 | 92942405 | 7/1/2015 | Microsoft | 3YF-00294 | Office MacLIC | \$41.28 | 5 | \$206.40 |
| VSCA-HI-DEPT OF EDUCATION | 601 KAMOKILA BLVD STE 409 | KAPOLEI | 96707 | Y45927-384 | 6/30/2015 | 92942405 | 7/1/2015 | Microsoft | 021-10282 | OfficeLIC | \$41.28 | 2 | \$82.56 |
| VSCA-HI-Dept.Bizness.Econo.Dev.&Tou | PO Box 2359 | Honolulu | 96804-2359 | 00014780 | 6/30/2015 | 92942426 | 7/1/2015 | Microsoft | P73-06309 | Windows ServerLIC | \$570.00 | 13 | \$7,410.00 |
| VSCA-HI Fire Department | 636 S St | Honolulu | 96813 | D-HFD-15028 | 6/30/2015 | 92942416 | 7/1/2015 | Microsoft | 79F-04712 | OFFICE PROFESSIONAL PLUSLIC | \$328.20 | 43 | \$14,112.60 |
| VSCA-HI Fire Department | 636 S St | Honolulu | 96813 | D-HFD-15028 | 6/30/2015 | 92942416 | 7/1/2015 | Microsoft | D86-05323 | Visio StandardLIC | \$93.04 | 27 | \$4,348.08 |
| VSCA-HI-DEPT OF EDUCATION | 601 KAMOKILA BLVD STE 409 | KAPOLEI | 96707 | S38958-94DI | 6/30/2015 | 92942406 | 7/1/2015 | Microsoft | 3YF-00294 | Office MacLIC | \$41.28 | 1 | \$41.28 |
| VSCA-HI-DEPT OF EDUCATION | 601 KAMOKILA BLVD STE 409 | KAPOLEI | 96707 | S38958-94DI | 6/30/2015 | 92942406 | 7/1/2015 | Microsoft | 79F-04691 | OFFICE PROFESSIONAL PLUSLIC | \$510.00 | 10 | \$5,100.00 |
| VSCA-HI-CITY AND COUNTY OF HONOLULU | 850 SO KING ST 4TH FLOOR | HONOLULU | 96813 | IO-DIT-15023A | 6/30/2015 | 92942404 | 7/1/2015 | Microsoft | 79F-04712 | OFFICE PROFESSIONAL PLUSLIC | \$328.20 | 38 | \$12,471.60 |
| VSCA-HI Fire Department | 636 S St | Honolulu | 96813 | 25202133 | 7/1/2015 | 92942417 | 7/1/2015 | Microsoft | 79F-04712 | OFFICE PROFESSIONAL PLUSLIC | \$328.20 | 5 | \$1,641.00 |
| CITY AND COUNTY OF HONOLULU | 850 SO KING ST 4TH FLOOR | HONOLULU | 96813 | D-ESD-13018 | 3/25/2014 | 92943033 | 7/2/2015 | Kronos Incorporated | KORIFORCESaaS | Kronos SaaS Hosting Subscription | \$2,528.40 | 1 | \$3,102.40 |
| VSCA-HI County of Hawaii | 25 Aupuni Street | Hilo | 96720 | 1043381R023 | 6/24/2014 | 92943031 | 7/2/2015 | Microsoft | 269-05623 | Office ProfessionalLSA | \$521.52 | 725 | \$378,102.00 |
| VSCA-HI Office of Council Services | 200 S High St Room #703 | Wailuku | 96793 | 15-707 | 6/27/2014 | 92943026 | 7/2/2015 | Microsoft | U75-00008 | OFFICE365 P33 SHRDSYR PERUSERLSA | \$428.40 | 29 | \$119,952.00 |
| VSCA-HI County of Hawaii | 25 Aupuni Street | Hilo | 96720 | R1022590 | 6/1/2015 | 92943030 | 7/2/2015 | Adobe Systems Inc. | 65258634AC02A00 | Acrobat Pro DC LIC | \$294.94 | 2 | \$589.88 |
| VSCA-HI Hawaii House of Representat | 415 S Bernetania Street Room 028 | Honolulu | 96813 | 2014-053 | 6/19/2015 | 92943028 | 7/2/2015 | Microsoft | CY2-00093 | Windows Enterprise for SA w/MDOPLSA | \$193.76 | 650 | \$62,568.00 |
| VSCA-HI Hawaii House of Representat | 415 S Bernetania Street Room 028 | Honolulu | 96813 | 2014-053 | 6/19/2015 | 92943028 | 7/2/2015 | Microsoft | 269-12442 | OFFICE PROFESSIONAL PLUSLSA | \$257.76 | 550 | \$141,768.00 |
| VSCA-HI Hawaii House of Representat | 415 S Bernetania Street Room 028 | Honolulu | 96813 | 2014-053 | 6/19/2015 | 92943028 | 7/2/2015 | Microsoft | V06-01072 | CORE CAL UserSA | \$111.24 | 550 | \$61,182.00 |
| VSCA-HI HOME LANDS | PO BOX: 1879 | Honolulu | 96805 | 1502111 | 6/28/2015 | 92943025 | 7/2/2015 | Adobe Systems Inc. | 65258634AF01A00 | Acrobat Pro DC LIC | \$367.14 | 10 | \$3,671.40 |
| VSCA-HI HOME LANDS | PO BOX: 1879 | Honolulu | 96805 | 1502111 | 6/28/2015 | 92943025 | 7/2/2015 | Adobe Systems Inc. | 65267361AF00A00 | Acrobat Pro DC Media | \$16.65 | 1 | \$16.65 |
| VSCA-HI HOME LANDS | PO BOX: 1879 | Honolulu | 96805 | 1502111 | 6/28/2015 | 92943025 | 7/2/2015 | Microsoft | P73-06344 | Windows Server Standard 2012R2 Media | \$20.15 | 1 | \$20.15 |
| VSCA-HI-DEPT OF EDUCATION | 601 KAMOKILA BLVD STE 409 | KAPOLEI | 96707 | Q46904-2306 | 6/29/2015 | 92943010 | 7/2/2015 | Adobe Systems Inc. | 65258634AB03A00 | Acrobat Pro DC LIC | \$71.54 | 10 | \$715.40 |
| VSCA-County of Maui-Finance Div Cla | 200 SO High Street 2nd Floor | Wailuku | 96793 | 326070 | 6/30/2015 | 92943036 | 7/2/2015 | Adobe Systems Inc. | 65258634AC02A00 | Acrobat Pro DC LIC | \$294.21 | 1 | \$294.21 |
| VSCA-HI-DEPT OF EDUCATION | 601 KAMOKILA BLVD STE 409 | KAPOLEI | 96707 | V44526-7206 | 6/30/2015 | 92943011 | 7/2/2015 | Adobe Systems Inc. | 65258634AB03A00 | Acrobat Pro DC LIC | \$71.54 | 12 | \$858.48 |
| VSCA-HI-DEPT OF EDUCATION | 601 KAMOKILA BLVD STE 409 | KAPOLEI | 96707 | PR48951-33E1 | 6/30/2015 | 92943012 | 7/2/2015 | Adobe Systems Inc. | 65258634AB03A00 | Acrobat Pro DC LIC | \$71.54 | 1 | \$71.54 |
| VSCA-HI-DEPT OF EDUCATION | 601 KAMOKILA BLVD STE 409 | KAPOLEI | 96707 | V010257-7271 | 6/30/2015 | 92943013 | 7/2/2015 | Adobe Systems Inc. | 65258634AB03A00 | Acrobat Pro DC LIC | \$72.00 | 1 | \$72.00 |
| VSCA-County of Maui-Finance Div Cla | 200 SO High Street 2nd Floor | Wailuku | 96793 | 326008 | 6/30/2015 | 92943039 | 7/2/2015 | IPSwitch | NM-6E-JI-0160 | WhatsUp Gold Premium 500 New Devices LIC | \$3,794.52 | 1 | \$3,794.52 |
| VSCA-HI-DEPT OF EDUCATION | 601 KAMOKILA BLVD STE 409 | KAPOLEI | 96707 | PR48291-288F | 6/30/2015 | 92943014 | 7/2/2015 | Adobe Systems Inc. | 65230990BB04A12 | Creative Cloud SubMNT | \$193.46 | 30 | \$4,783.80 |
| VSCA-HI-Dept.Bizness.Econo.Dev.&Tou | PO Box 2359 | Honolulu | 96804-2359 | 15630 | 6/30/2015 | 92943040 | 7/2/2015 | Adobe Systems Inc. | 65208810BC01A12 | Creative Cloud SubMNT | \$539.26 | 1 | \$539.26 |
| VSCA-HI-Dept.Bizness.Econo.Dev.&Tou | PO Box 2359 | Honolulu | 96804-2359 | 15630 | 6/30/2015 | 92943040 | 7/2/2015 | Adobe Systems Inc. | 65259084AC02A00 | Acrobat Pro DC UPG | \$131.31 | 64 | \$8,403.84 |

QUOTE & INVOICES

Software Quote



En Pointe Technologies Sales
 1940 E. Mariposa Ave
 El Segundo, CA 90245
 Main (310) 337-5200
 www.enpointe.com

En Pointe Contact

Branch Office:

Los Angeles Commercial - SW
 1940 E Mariposa Ave
 El Segundo CA 90245
 Ph: 310-337-5955
 Fax: 310-258-2301

| | |
|---|---|
| <p>Customer Contact</p> <p>(626) [REDACTED]</p> | <p>Customer Notes</p> |
| <p>Shipping Address</p> <p>Panda Restaurant Group Inc 1683 Walnut Grove Ave Rosemead CA 91770 USA</p> | <p>Purchase Order Details</p> <p>PO# PO Date 11/03/2015 Customer # [REDACTED] Delivery Date 11/03/2015 Delivery Terms FOB Destination Payment Terms Net 25 Gross Weight LB Ship Via BW Best Way-3 to 7 days</p> |
| <p>Sold-to Address</p> <p>Panda Restaurant Group Inc 1683 Walnut Grove Ave Rosemead CA 91770 USA</p> | |

QUOTATION

30158504

Page 1 of 2

Created
 11/03/2015

Expires
 11/17/2015

Created By

| Item | Material / Mfg Part # Mfg Name | Description | Avail | Unit Price \$ | Qty | Ext Price \$ |
|------|-----------------------------------|--|-----------|---------------|-----|--------------|
| 10 | 1799829 Citrix Systems, Inc. | 1799829 Citrix XenDesktop Platinum Edition Concurrent User User Count: 25. LA000143946250688: Citrix XenDesktop Platinum Edition Concurrent User LA000143946250688: Citrix Branch Repeater VPX 45 Mbps LA000143946250688: Citrix Repeater Plugin. LA000143946250688: Citrix Access Gateway Universal License Citrix XenDesktop Platinum Edition Concurrent User User Count: 25. LA000185969541527: Citrix XenDesktop Platinum Edition Concurrent User LA000185969541527: Citrix Repeater Plugin LA000185969541527: Citrix Access Gateway Universal License LA000185969541527: Citrix Branch Repeater VPX 45 Mbps Citrix XenDesktop Platinum Edition Concurrent User User Count: 50. LA000185968500938: Citrix XenDesktop Platinum Edition Concurrent User LA000185968500938: Citrix Repeater Plugin LA000185968500938: Citrix Access Gateway Universal License LA000185968500938: Citrix Branch Repeater VPX 45 Mbps | 3-5 days* | 10,000.00 | 1 | 10,000.00 |

*Shipping time is approximate. Actual delivery times may vary. Contact your sales rep for more details.

For our standard and promo price terms and conditions, please visit www.enpointe.com/terms and www.enpointe.com/promo respectively.

En Pointe can provide same day shipment for over \$2 billion worth of Computer products from thousands of manufacturers/publishers.

With over 250,000 available SKU's, finding the right product and tracking your orders is easy with our E-procurement tool, www.accesspointe.com.

| | | |
|--------------------------|----|------------------|
| Sub Total | \$ | 10,000.00 |
| EWR Total | \$ | 0.00 |
| Freight Total | \$ | 0.00 |
| Taxable Amount | \$ | 0.00 |
| Sales Tax - State | \$ | 0.00 |
| Sales Tax - Local | \$ | 0.00 |
| Total Taxes | \$ | 0.00 |
| Total Amount | \$ | 10,000.00 |

Customer Acceptance

A Signature and submission of this quotation by you, ("Customer"), will hereby serve as authorization for En Pointe Technologies Inc to purchase the above referenced goods and/or services.

Further, Customer agrees to pay all invoices related to this order according to the terms and conditions specified by En Pointe Technologies Inc, which are available at www.enpointe.com/invoiceterms.asp.

Name _____ PO Number _____

Email _____ Signature _____

Phone _____ Date _____

Hardware Invoice



En Pointe Technologies Sales

Phone: (310)337-5200
 Fax: (310)258-2309
 Website: www.enpointe.com

Invoice

Please ACH Payment in US Dollars To:
 Bank of America
 ABA# 122000030
 Acct#/Name: 1453331104/En Pointe Technologies Sales

Please Remit Payment in US Dollars To:
 En Pointe Technologies Sales
 P.O. Box 740545
 Los Angeles, CA 90074-0545

Customer Account Number:

| |
|---|
| Billing Address Attn : Accounts payable |
| Ship-To Party Address |
| Sold-to Party Address |

| Information | |
|--|--------------|
| Invoice Number | 07/23/2015 |
| Document Date | |
| Purchase Order No. | |
| Payment Due Date | 08/17/2015 |
| End User Contact | |
| Purchase Order Date | 07/16/2015 |
| Sales Order Number | |
| Payment Terms | Net 25 |
| Billing Date | 07/23/2015 |
| Salesperson | Terrell Polk |
| <p>SAVE TIME & MONEY. Receive your invoices electronically via EDI, E-mail, XML or Fax. Email your request to CreditCustomerCareCenter@enpointe.com or call 310-337-5200. We can set you up today!</p> <p><i>*To avoid late charges of 1.5% per month, pls pay by due date. *F.O.B Destination supersedes terms on reverse.</i></p> | |

Page: 1 of 1

| Item | Mfg Part# / Mfg Name/Material Description | Tax | Quantity | Unit Price | Amount | |
|------|--|----------------|-------------|------------|-----------------------------|----|
| 0010 | Z0QX/ imac - intel quad core i7 (4.0ghz) - 8gb (2 x 4gb) ram - 512gb flash s storage - amd radeon r9 m290x 2gb gddr5 - 27 inch with display E-Waste Recycling(EWR) Fee | 253.72 4.00 | 1EA 4.00 | 2,819.15 | | |
| 0020 | Z0QX/ imac - intel quad core i5 (3.5ghz) - 8gb (2 x 4gb) ram - 512gb flash s storage amd radeon r9 m290x 2gb gddr5 - 27 inch with retina display E-Waste Recycling(EWR) Fee | 228.98 4.00 | 1EA 4.00 | 2,544.21 | | |
| | | | | | Sub Total | \$ |
| | | | | | Freight | \$ |
| | | | | | Handling Charge | \$ |
| | | | | | Amount subject to sales tax | \$ |
| | | | | | Sales tax-State | \$ |
| | | | | | Sales tax-Local | \$ |
| | | | | | Total Taxes | \$ |
| | | | | | EWR Fee | \$ |
| | | | | | Total amount ... | \$ |

All software, updates, maintenance and licensed products are delivered electronically unless expressly denoted as tangible media or CD on the invoice description. This invoice is subject to En Pointe's standard terms and conditions available at www.enpointe.com/invoice-terms

Software Invoice



En Pointe Technologies Sales
 1940 E. Mariposa Ave,
 El Segundo, CA 90245

Phone: (310)337-5200
 Fax: (310)258-2309
 Website: www.enpointe.com

Invoice

Please ACH Payment in US Dollars To:
 Bank of America
 ABA# 1220 [REDACTED]
 Acct#/Name: 14 [REDACTED] /En Pointe Technologies Sales

Please Remit Payment in US Dollars To:
 En Pointe Technologies Sales
 P.O. Box 740545
 Los Angeles, CA 90074-0545

Customer Account Number:
 8016718

Billing Address
 Attn : Accounts payable
 Pand [REDACTED]
 1683 [REDACTED]
 Rose [REDACTED]

Ship-To Party Address
 Pand [REDACTED]
 1683 [REDACTED]
 Rose [REDACTED]

Sold-to Party Address
 Pand [REDACTED]
 1683 [REDACTED]
 ROS [REDACTED]
 USA

Information

Invoice Number 93 [REDACTED]
 Document Date 11 [REDACTED]
 Purchase Order No. AC [REDACTED]
 Payment Due Date 12/25/2015

Purchase Order Date 11/24/2015
 Sales Order Number [REDACTED]
 Payment Terms Net 25
 Billing Date 11/30/2015
 Salesperson Ashk [REDACTED]

.....
SAVE TIME & MONEY. Receive your invoices electronically via EDI, E-mail, XML or Fax. Email your request to CreditCustomerCareCenter@enpointe.com or call 310-337-5200. We can set you up today!

 * To avoid late charges of 1.5% per month, pls pay by due date.
 * F.O.B Destination supersedes terms on reverse.

Page: 1 of 3

| Item | Material# / Part# / Mfg Name / Material Description | Tax | Quantity | Unit Price | Amount |
|------|---|------|----------|------------|--------|
| 0010 | AAA-03438[12]/AAA-03438 Microsoft exchange cal device most current version client access license sa mpsa -level d - coterminous option (annual) non-specific (non-specific os)d | 0.00 | 14 | 11 | 1,600 |
| 0020 | AAA-03743[12]/AAA-03743 Microsoft exchange enterprise server most current version software assurance mps a-level d - coterminous option (annual) non-specific (non-specific os) | 0.00 | 68 | 68 | 4,608 |
| 0030 | AAA-03789[12]/AAA-03789 Microsoft windows server cal device most current version client access license sa ampsa-level d - coterminous option (annual) non-specific (non-specific | 0.00 | 24 | 4 | 1,200 |
| 0040 | AAA-03591[01]/AAA-03591 Microsoft windows datacenter svr most current version software assurance mpsa-le vel d - coterminous option (annual) single language (non-specific os)j | 0.00 | 1 | 1,035 | 1,035 |
| 0050 | AAA-03874[12]/AAA-03874 Microsoft windows remote desktop svcs dev cal mpsa client access license sa lev el d - coterminous option annual non-specific non-specific os per dev | 0.00 | 2 | 17 | 34 |
| 0060 | AAA-03438[12]/AAA-03438 Microsoft exchange cal device most current version client access license sa mpsa -level d - coterminous option (annual) non-specific (non-specific os)d | 0.00 | 2,30 | 10 | 24,000 |

***** This invoice is subject to En Pointe's standard terms and conditions available at www.enpointe.com/terms *****



**Request for Proposal
ADSPo 16-00005829
Attachment C – Cost Proposal
Narrative**

Solution for:

Missy Mudry
State of Arizona,
100 N. 15th Avenue, Suite 201
Phoenix, Arizona 85007
Phone: 602.542.9125
MISSY.MUDRY@AZDOA.GOV

Presented By:

En Pointe Technologies Sales, LLC
1940 E. Mariposa Ave
El Segundo, CA 90245
Tel: (310) 337-5200
Website: www.enpointe.com

Contact:

Imran Yunus
Director of Government Sales
Office Phone: 310-337-5908 Ext: 5908
Email: iyunus@enpointe.com

Date: December 17, 2015

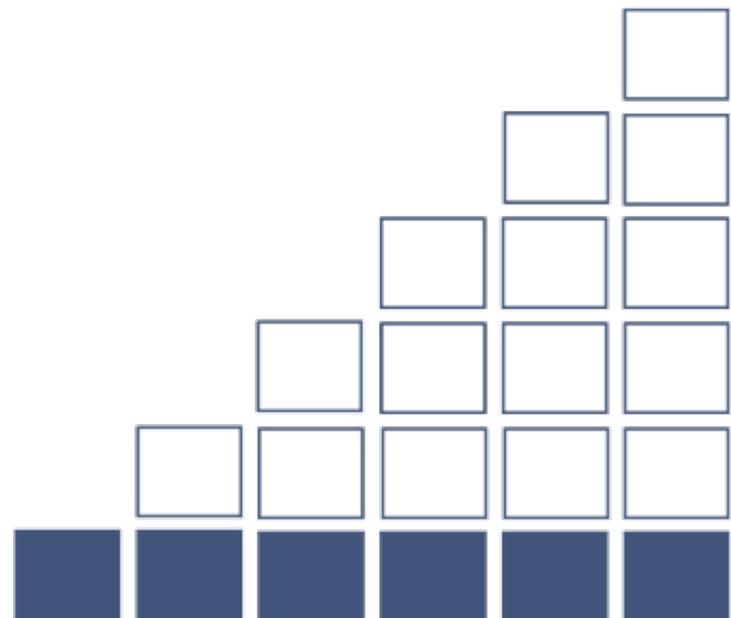


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COST PROPOSAL NARATIVE

Our cost plus structure offered in Attachment C1 includes the NASPO ValuePoint fee of .25%. Any State administration fees will be added in the participating state addendums offered to individual states.

Service rates offered are not to exceed rates.

ATTACHMENT C1 - PRICING SUBMISSION SHEET

NASPO VALUEPOINT

SOFTWARE VALUE-ADDED RESELLER (SVAR)

PUBLISHERS

MARKUP/DOWN

Proposer must be certified as a direct reseller for all Key Itemized publishers. Direct reseller certification is preferred for Other Itemized publishers

The price to Authorized Purchaser (AP) is calculated using the following formula: "Reseller Cost" + ("Reseller Cost" x "Markup/down")

| KEY ITEMIZED | PUBLISHERS | MARKUP/DOWN |
|----------------|--|-------------|
| KEY ITEMIZED | ADOBE | 0.25% |
| | CITRIX | 0.25% |
| | MICROSOFT | 0.00% |
| | NOVELL | 0.25% |
| | SYMANTEC | 0.25% |
| | VMWARE | 0.50% |
| OTHER ITEMIZED | AI SQUARED | 0.50% |
| | AIRWATCH MOBILE DEVICE MANAGEMENT VMWARE | 0.50% |
| | ALLIANCE ENTERPRISES | 0.50% |
| | APPLE | 0.50% |
| | ATTACHMATE – MICROFOCUS | 0.50% |
| | AUTODESK | 0.50% |
| | AUTONOMY – HP | 0.25% |
| | BAKBONE – DELL | 0.25% |
| | BARRACUDA | 0.75% |
| | BOMGAR REMOTE SOFTWARE | 0.50% |
| | CA TECHNOLOGIES | 0.25% |
| | CISCO | 0.25% |
| | COMPUTRONIX USA | 0.50% |
| | COMPUWARE | 0.75% |
| | COREL | 0.50% |
| | DOUBLETAKE | 0.75% |
| | EMC | 0.25% |
| | ENCHOICE | 0.75% |
| | ESET | 0.75% |
| | ESRI | 0.25% |
| | FREEDOM SCIENTIFIC | 0.50% |
| | GUARDIAN EDGE – SYMANTEC | 0.25% |
| | GW MICRO | 0.25% |
| | IBM | 0.25% |
| | ICM CONVERSIONS | 0.75% |
| | INFOR | 0.75% |
| | INTERMEDIX EMSYSTEMS | 0.75% |
| | HP | 0.50% |
| | HUMANWARE | 0.50% |
| | INFORMATION BUILDERS | 0.50% |
| | KRONOS SOFTWARE | 0.50% |
| | LANDESK | 0.50% |
| | LASERFISCHE | 0.50% |
| | LIQUIDWARE STATUSPHERE | 0.50% |
| MICROFOCUS INC | 0.50% | |
| MINJET | 0.50% | |
| MPS | 0.50% | |

PROPOSER INSTRUCTIONS:
 Enter a percentage markup or markdown for each line in column D. This is the markup/down at which proposer is offering to provide the stated publishers' titles. Percentages may be listed to two decimal points.

ATTACHMENT C1 - PRICING SUBMISSION SHEET

NASPO VALUEPOINT

SOFTWARE VALUE-ADDED RESELLER (SVAR)

| | |
|---|-------|
| MQSOFTWARE – BMC SOFTWARE | 0.50% |
| NCIRCLE | 0.25% |
| NETOP | 0.50% |
| NUANCE | 0.50% |
| ORACLE | 0.75% |
| OSAM | 0.50% |
| PASSPORT | 0.50% |
| PATCHLINK | 0.50% |
| PROOFPOINT | 0.75% |
| RSA SECURITY | 0.75% |
| REFERENCIA SYSTEMS | 0.50% |
| SAP AMERICA | 0.75% |
| SAS | 0.50% |
| SOLUTIONS SOFTWARE | 0.75% |
| SOPHOS | 0.75% |
| SPLUNK SOFTWARE | 0.75% |
| STASEEKER NETWORK INFRASTRUCTURE MONITORING | 0.75% |
| STELLENT – ORACLE | 0.75% |
| SUNGUARD | 0.75% |
| SYBASE | 0.75% |
| TECHSMITH | 0.75% |
| TREND MICRO | 0.75% |
| TRUSTWARE | 0.75% |
| ULTRABAC | 0.75% |
| VORMETRIC | 0.75% |
| WEBSense | 0.75% |
| any other non-listed publisher | 1.25% |

ATTACHMENT C2 - PRICING SUBMISSION SHEET - SERVICES
NASPO VALUEPOINT
SOFTWARE VALUE-ADDED RESELLER (SVAR)

| Service being Offered as a Separate Charge | Rate | Unit of Measure |
|--|------|-----------------|
| Sr. Software Solutions Architect | 220 | Per hour |
| Solution Software Architect | 175 | Per hour |
| Sr. Consultant | 150 | Per hour |

Instructions:

1. Under Column A. **Service being Offered as a Separate Charge** - State the name of the Service and provide a description of the Service.
2. Under Column B. indicate Rate
3. Under Column C. indicate Unit of Measure (e.g. Per Hour, Per Project, Per Month, etc.)



Request for Proposal ADSP0 16-00005829

Solution for:

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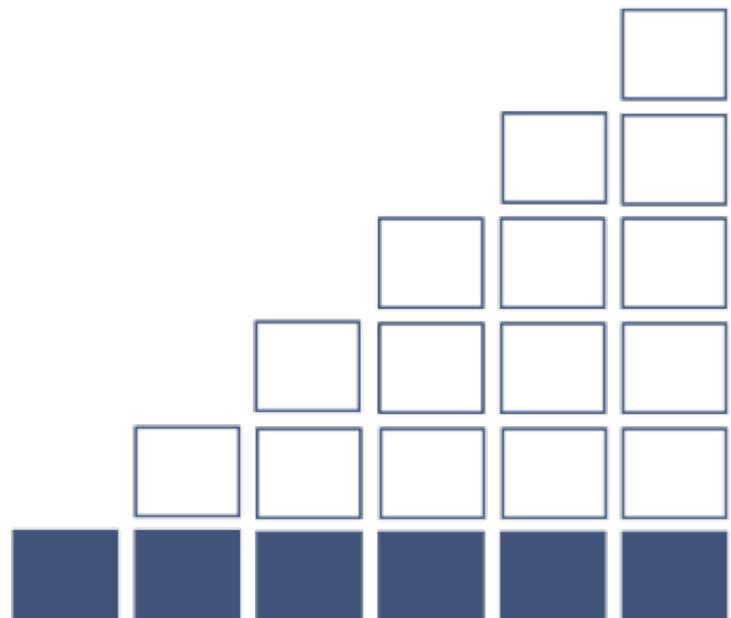
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Date: December 17, 2015



En Pointe Technologies Sales, LLC

EXECUTIVE SUMMARY

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EXECUTIVE SUMMARY

En Pointe is pleased to respond to the State of Arizona, State Procurement Office in furtherance with NASPO ValuePoint, request for proposal for Software Value-Added Reseller (SVAR) Services.

Our relationship with NASPO ValuePoint commenced many years ago with the inaugural WSCA-NASPO solicitation. Over the years, we have successfully partnered with 100s of agencies across various NASPO ValuePoint (formerly WSCA) participating states. En Pointe has made a significant investment in our resources and infrastructure to provide the members of NASPO a streamlined, effective and successful experience.

As we look forward to 2016 and beyond, our commitment to the public sector and to NASPO has never been stronger. With our recent acquisition by PCM, En Pointe has been able to significantly extend its reach, breadth and scale. We are able to support NASPO customers through 30+ local offices and with over 1000s service engineers across the USA, which will effectively support NASPO's current and future clients as we help expand its footprint across all 50 states and territories. Our cadre of highly credentialed, certified and trained engineers will provide NASPO clients with the local attention they deserve and appreciate, regardless of location.

Software is OUR Competency

With over 20 years as a SVAR, En Pointe has set the standard for the industry. We represent all major publishers and hold the highest credentials, certifications and designations to support the full lifecycle of software assets from contract launch to exploring software licensing options and finding the software solution that best meets the current and future needs of the customer all the way through software asset retirement.

Our dedicated Software Solutions teams have an average tenure of 10+ years supporting and understanding the intricate and sometimes byzantine world of software licensing, including needs analysis and delivering personalized solutions that eliminate the guesswork usually associated with software licensing, thereby ensuring public dollars are spent judiciously and with optimization.

In addition to maintaining the highest credentials with our publisher community, En Pointe prides itself on its dedication to service and detail. For example, in addition to winning numerous VAR of Year and Partner of Year awards, En Pointe has been bestowed the honor by Microsoft of winning Award of Operational Excellence an unprecedented seven years in a row. The Operational Excellence award is given to the Microsoft LAR/LSP with exemplary credentials and the demonstrated ability to provide clients value and superior customer service in the complex ecosystem of Microsoft licensing.

Public Sector is OUR Experience

En Pointe supports 100s of State and Local agencies across the United States. We truly understand the unique pressures facing the Public Sector. State and Local governments are being

forced to reduce costs, yet increase the level of services provided to citizens, encourage innovation and stimulate economic growth and sustainability. With one of the largest dedicated Public Sector practices in the USA, En Pointe is able to provide NASPO clients the best of both worlds, being an industry-leading SVAR and understanding the unique needs and challenges facing State and Local governments. In fact in 2013, En Pointe was awarded the coveted “IT Supplier of the Year” by APS (Arizona Public Service Company) for our “superior customer service” and “commitment to providing value” to our clients.

Recognizing the unique needs of the public sector, En Pointe provides additional support offerings like Service Desk and Help Desk support. This includes 24x7x365 service coverage to address the broad spectrum of proprietary software support, escalation and resolution. We stand shoulder to shoulder with each of Public Sector clients.

NASPO is OUR Focus

En Pointe has dedicated and fully allocated teams to supporting NASPO ValuePoint. In fact, to exemplify our dedication to NASPO, we are pleased to offer numerous NASPO Value participating states as our customer references. En Pointe has made a significant investment building the necessary infrastructure to ensure NASPO clients are afforded great value when working with En Pointe, this includes an acute focus on software acquisition and management. As such, to support NASPO clients, En Pointe maintains the highest level of strategic partnerships with all top tier publishers and distributors. We have also made significant investments in our eProcurement systems to ensure streamlined and efficient order management, tracking, licensing management and ERP integration. For example, En Pointe effectively supported and integrated with 3rd party systems like SciQuest, which was being piloted for NASPO’s eMarket Center program.

As a SVAR, En Pointe offers a world-class suite of Value-Added Services, including but not limited to:

- A consultative approach to understanding license entitlements (volume licensing evaluation)
- A vast array of tools for software asset management (SAM)
- Comprehensive licensing expertise, research and contract reviews (financial analysis and benchmarking)
- Assessment and recommendations of procurement options and cost analysis

En Pointe remains fully committed to provide the greatest value and superior service to NASPO ValuePoint members. We truly appreciate our partnership and the success we have experienced together. We look forward to continuing our collaboration and cooperation with NASPO ValuePoint. On behalf of En Pointe, we would like to thank the State of Arizona, State Procurement Office and the greater NASPO ValuePoint community for your continued trust and investment in this partnership. We are thankful for the opportunity to continue to work side-by-side in supporting State & Local agencies and to provide services, support and true value for their constituencies and citizens.