



**RFP NUMBER 5824 Z1  
FOR  
HOSTED VOICE OVER INTERNET PROTOCOL (VOIP)  
TELEPHONY SERVICE**

Prepared For:  
Nancy Storant/Annette Walton  
State of Nebraska

**COST PROPOSAL  
ORIGINAL**

Prepared By:  
Doug Carlson, Client Executive  
[Doug.Carlson@siriuscom.com](mailto:Doug.Carlson@siriuscom.com)  
402-965-2332

June 05, 2018





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## TRANSMITTAL LETTER

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June 4, 2018

Nancy Storant/Annette Walton  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, NE 68508

Re: RFP 5824 Z1 for Hosted Voice Over Internet Protocol (VoIP) Telephony Service

Dear Ma'am:

Thank you for your interest in Sirius and Cisco solutions.

**Cisco Leadership:** Cisco is a worldwide market leader in data center technologies and products, with solutions that bring together core networking functions including unified computing, routing, switching, wireless mobility, security, LAN/WAN optimization, collaboration and voice solutions.

**Sirius Experience:** Sirius is a national integrator of technology-based business solutions that span the data center and lines of business, built on products and services from the world's top technology companies like Cisco. Sirius solutions are installed, configured, and supported by our dedicated teams of highly certified experts. Sirius partners with Cisco to help our clients create intelligent, integrated UC environments that adapt to current and future business needs. As a Cisco Gold Certified Partner with advanced specializations, Sirius provides IT solutions and systems integration to help organizations solve complex business challenges, so they can meet their business objectives. Sirius designs flexible data center, collaboration, and networking and security solutions to support all server and storage environments. Sirius also has a team of technical consultants who are well versed on unified fabric, borderless networks, and security and collaboration solutions. Our certified experts are uniquely qualified to deliver guidance for maximizing efficiencies and productivity throughout the data center, from UC environment to endpoint, to help you save money, reduce complexity and manage risk.

Sirius acknowledges Addendum One, Revised Schedule of Events, issued on May 02, 2018, Addendum Two, Questions and Answers, issued on May 10, 2018, Addendum Three, Attachment F, issued on May 22, 2018 and Addendum Four, Questions and Answers, issued on May 24, 2018.

If you have any questions regarding this proposal, please feel free to contact Doug Carlson, Client Executive directly, at [Doug.Carlson@siriuscom.com](mailto:Doug.Carlson@siriuscom.com) or 402-965-2332. We are eager to earn your business and thank you for the opportunity to present this proposal. Please visit [www.siriuscom.com](http://www.siriuscom.com) to learn more about our products and services.

Sincerely,

A handwritten signature in blue ink that reads "Bonnie M. Cerrito".

Bonnie M. Cerrito  
Senior Vice President, Contracts and Financial Services  
Sirius Computer Solutions, Inc.



## FORM A – BIDDER CONTACT SHEET

**Form A  
Bidder Contact Sheet  
Request for Proposal Number 5401 Z1**

Form A should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	Sirius Computer Solutions, Inc.
Bidder Address:	10100 Reunion Place, Suite 500 San Antonio, TX 78216
Contact Person & Title:	Bonnie M. Cerrito, Senior Vice President of Contracts
E-mail Address:	Bonnie.cerrito@siriuscom.com
Telephone Number (Office):	210-369-8000
Telephone Number (Cellular):	N/A
Fax Number:	866-313-0960

Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	Sirius Computer Solutions, Inc.
Bidder Address:	10100 Reunion Place, Suite 500 San Antonio, TX 78216
Contact Person & Title:	Doug Carlson, Client Executive
E-mail Address:	Doug.carlson@siriuscom.com
Telephone Number (Office):	402-965-2332
Telephone Number (Cellular):	N/A
Fax Number:	866-313-0960

See attached Form A Contact Sheet:



Form A\_Sirius  
response Final.docx

**Form A**  
**Bidder Contact Sheet**  
**Request for Proposal Number 5824 Z1**

Form A should be completed and submitted with each response to this RFP. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	Sirius Computer Solutions, Inc.
Bidder Address:	10100 Reunion Place, Suite 500 San Antonio, TX 78216
Contact Person & Title:	Bonnie M. Cerrito, Senior Vice President of Contracts
E-mail Address:	Bonnie.cerrito@siriuscom.com
Telephone Number (Office):	210-369-8000
Telephone Number (Cellular):	N/A
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Each bidder should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	Sirius Computer Solutions, Inc.
Bidder Address:	10100 Reunion Place, Suite 500 San Antonio, TX 78216
Contact Person & Title:	Doug Carlson, Client Executive
E-mail Address:	Doug.carlson@siriuscom.com
Telephone Number (Office):	402-965-2332
Telephone Number (Cellular):	N/A
Fax Number:	866-313-0960



## PRICING SUMMARY

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This section describes the requirements to be addressed by bidders in preparing the Cost Proposal. The bidder must submit the Cost Proposal in a section of the proposal that is a separate section or is packaged separately as specified in this RFP from the Technical Proposal section. For Option A: OCIO-Hosted, see Attachment A; for Option B: Carrier-Hosted, see Attachment B; for Option C: Alternate solution, see Attachment C.

The State reserves the right to review all aspects of the Cost Proposal for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

**Sirius response:** Sirius is submitting its response under Option A: OCIO Hosted. The Sirius solution is architected utilizing Cisco Unified Communications, proposed by Sirius as Unified Communications as a Service (UCaaS). The UCaaS solution will be hosted in OCIO's two data centers located in Lincoln and Omaha. The solution includes the user types (Basic, Standard, Premium, Analog and Voicemail) as identified by the State of Nebraska in this RFP. The pricing is a simple monthly rate which includes the features outlined by each user type.

The total monthly service fee will be invoiced based on the measured number of phones in service across all State agencies, entities and affiliates. In the Sirius proposed fees, there are no minimum user commitments, no minimum service terms, no installation fees nor termination fees.

## COST SHEET

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This summary shall present the total fixed price to perform all of the requirements of the RFP. The bidder must include details in the State's Cost Sheet supporting any and all costs.

Option A: OCIO-Hosted, see Attachment E, for Option B: Carrier-Hosted, see Attachment E, for Option C: Alternate Solution, see Attachment E.

The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

### Sirius response:



5824 Z1 Cost  
Proposal Attachment

**Attachment E Revision One  
Cost Proposal  
Option A: OCIO – Hosted Solution  
RFP 5824 Z1**

<b>Type</b>	<b>Basic Estimated Units - 6170</b>	<b>Standard Estimated Units - 3229</b>	<b>Premium Estimated Units - 1235</b>
Transfer	X	X	X
Three way calling	X	X	X
Call Forward/ No Answer	X	X	X
Call Forward / Busy	X	X	X
Call Forward Universal	X	X	X
Call Pickup Group		X	X
Directed Call Pickup		X	X
Call Park		X	X
Conferencing (Min. 6 Party)		X	X
Last Call Return	X	X	X
Message Waiting Indicator	X	X	X
Hold	X	X	X
Auto Dial Keys			X
Speed Dial List			X
Follow Me Feature		X	X
Caller ID Logs		X	X
Add-on Compatible			X
Busy Lamp Field			X
Multi-Line Ability			X
Display		X	X
Headset Compatible		X	X

FIRM NAME **Sirius Computer Solutions, Inc**



**Attachment E Revision One  
 Cost Proposal  
 Option A: OCIO – Hosted Solution  
 RFP 5824 Z1**

	Initial Contract Period Year One	Initial Contract Period Year Two	Initial Contract Period Year Three	Initial Contract Period Year Four	Initial Contract Period Year Five
<b>Monthly Rate for Basic</b>	\$19.55	\$19.55	\$19.55	\$19.55	\$19.55
<b>Monthly Rate for Standard</b>	\$19.95	\$19.95	\$19.95	\$19.95	\$19.95
<b>Monthly Rate for Premium</b>	\$22.95	\$22.95	\$22.95	\$22.95	\$22.95
<b>Install Cost per Line</b>	\$0	\$0	\$0	\$0	\$0
<b>Analog Line</b>	\$26.25/mo	\$26.25/mo	\$26.25/mo	\$26.25/mo	\$26.25/mo

**Attachment E Revision One  
Cost Proposal  
Option A: OCIO – Hosted Solution  
RFP 5824 Z1**

**Optional Renewals**

**To Be Determined (TBD)**

For the optional renewal periods, Sirius agrees to conduct a thorough review of service offerings and pricing. This review may result in expanding the services offered by Sirius through technology innovations and/or pricing reductions associated with improved economies of scale.

	Optional Renewal Period One – Year One	Optional Renewal Period One – Year Two	Optional Renewal Period Two – Year One	Optional Renewal Period Two – Year Two	Optional Renewal Period Three – Year One	Optional Renewal Period Three – Year Two
<b>Monthly Rate for Basic</b>	TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD
<b>Monthly Rate for Standard</b>	\$TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD
<b>Monthly Rate for Premium</b>	\$TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD
<b>Install Cost per Line</b>	\$ 0	\$ 0	\$ 0	\$0	\$ 0	\$ 0
<b>Analog Line</b>	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD

	Optional Renewal Period Four – Year One	Optional Renewal Period Four – Year Two	Optional Renewal Period Five – Year One	Optional Renewal Period Five – Year Two
<b>Monthly Rate for Basic</b>	\$ TBD	\$ TBD	\$ TBD	\$ TBD
<b>Monthly Rate for Standard</b>	\$ TBD	\$ TBD	\$ TBD	\$ TBD
<b>Monthly Rate for Premium</b>	\$ TBD	\$ TBD	\$ TBD	\$ TBD
<b>Install Cost per Line</b>	\$0	\$0	\$0	\$0
<b>Analog Line</b>	\$ TBD	\$ TBD	\$ TBD	\$ TBD

**Attachment E Revision One**  
**Cost Proposal**  
**Option A: OCIO – Hosted Solution**  
**RFP 5824 Z1**

**Optional Costs**

	Installation Initial Contract Period – Year One	Monthly Rate Initial Contract Period – Year One	Installation Initial Contract Period – Year Two	Monthly Rate Initial Contract Period – Year Two	Installation Initial Contract Period – Year Three	Monthly Rate Initial Contract Period – Year Three
<b>ACD/UCD</b>	\$0	\$*included	\$0	\$*included	\$0	\$*included
<b>Announcement Only Mailbox</b>	\$0	\$2.50	\$0	\$2.50	\$0	\$2.50
<b>Auto Attendant</b>	\$0	\$*included	\$0	\$*included	\$0	\$*included
<b>Extended Capacity Mailbox Sizes</b>	\$0	\$2.50	\$0	\$2.50	\$0	\$2.50
<b>Any Additional Optional items.</b>	\$	\$	\$	\$	\$	\$
<b>Any Additional Optional Services.</b>	\$	\$	\$	\$	\$	\$

	Installation Initial Contract Period – Year Four	Monthly Rate Initial Contract Period – Year Four	Installation Initial Contract Period – Year Five	Monthly Rate Initial Contract Period – Year Five
<b>ACD/UCD</b>	\$0	\$*included	\$0	\$*included
<b>Announcement Only Mailbox</b>	\$0	\$2.50	\$0	\$2.50
<b>Auto Attendant</b>	\$0	\$*included	\$0	\$*included
<b>Extended Capacity Mailbox Sizes</b>	\$0	\$2.50	\$0	\$2.50
<b>Any Additional Optional items</b>	\$	\$	\$	\$
<b>Any Additional Optional Services</b>	\$	\$	\$	\$

**Attachment E Revision One  
Cost Proposal  
Option A: OCIO – Hosted Solution  
RFP 5824 Z1**

	Optional Renewal Period One – Year One	Optional Renewal Period One – Year Two	Optional Renewal Period Two – Year One	Optional Renewal Period Two – Year Two	Optional Renewal Period Three – Year One	Optional Renewal Period Three – Year Two
<b>ACD/UCD</b>	\$ *included	\$*included	\$*included	\$*included	\$*included	\$*included
<b>Announcement Only Mailbox</b>	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD
<b>Auto Attendant</b>	\$*included	\$*included	\$*included	\$*included	\$*included	\$*included
<b>Extended Capacity Mailbox Sizes</b>	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD
<b>Any Additional Optional items.</b>	\$	\$	\$	\$	\$	\$
<b>Any Additional Optional Services.</b>	\$	\$	\$	\$	\$	\$

	Optional Renewal Period Four – Year One	Optional Renewal Period Four – Year Two	Optional Renewal Period Five – Year One	Optional Renewal Period Five – Year Two
<b>ACD/UCD</b>	\$*included	\$*included	\$*included	\$*included
<b>Announcement Only Mailbox</b>	\$ TBD	\$ TBD	\$ TBD	\$ TBD
<b>Auto Attendant</b>	\$*included	\$*included	\$*included	\$*included
<b>Extended Capacity Mailbox Sizes</b>	\$ TBD	\$ TBD	\$ TBD	\$ TBD
<b>Any Additional Optional items.</b>	\$	\$	\$	\$
<b>Any Additional Optional Services.</b>	\$	\$	\$	\$

**Attachment E Revision One  
Cost Proposal  
Option A: OCIO – Hosted Solution  
RFP 5824 Z1**

**Optional Labor Rates**

Please list all Job Titles that pertain by this Contract where the State of Nebraska would be charged an Hourly Rate.

**\*Rates Proposed below would be utilized for any engineering activity outside of scope defined within Option A: OCIO Hosted Solution**

Description by Job Title	Initial Contract Period Year One Rate Per Hour	Initial Contract Period Year Two Rate Per Hour	Initial Contract Period Year Three Rate Per Hour	Initial Contract Period Year Four Rate Per Hour	Initial Contract Period Year Five Rate Per Hour
Jr. Network Engineer/Associate	\$110	\$110	\$110	\$110	\$110
Network Engineer	\$175	\$175	\$175	\$175	\$175
Sr. Network Engineer/Architect	\$215	\$215	\$215	\$215	\$215
Technical Project Manager	\$195	\$195	\$195	\$195	\$195

Description by Job Title	Optional Renewal Period One – Year One	Optional Renewal Period One – Year Two	Optional Renewal Period Two – Year One	Optional Renewal Period Two – Year Two	Optional Renewal Period Three – Year One	Optional Renewal Period Three – Year Two
	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD
	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD	\$ TBD

Description by Job Title	Optional Renewal Period Four – Year One	Optional Renewal Period Four – Year Two	Optional Renewal Period Five – Year One	Optional Renewal Period Five – Year Two
	\$ TBD	\$ TBD	\$ TBD	\$ TBD
	\$ TBD	\$ TBD	\$ TBD	\$ TBD



## PRICES

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Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the RFP. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

**Sirius response:** Sirius acknowledges.



## SIRIUS SERVICES

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Prior to performing any Services, the State of Nebraska and Sirius will need to agree upon a written Statement of Work, SOW (Professional Services), Services Work Order, SOW (Master Managed Services Agreement) and a Master Managed Services Agreement in order for services to be performed. Provided below for your review.



SOW - Technical  
Services with TERMS |



SWO-CUSTOMER  
NAME\_99999 Service



Managed Services  
Master Agreement Te



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# {{STATEMENT\_OF\_WORK\_CUSTOMER\_ACCOUNT\_NAME}} {{STATEMENT\_OF\_WORK\_PROJECT\_NAME}}

This Statement of Work (SOW) is made by and between Sirius Computer Solutions, Inc., (Sirius) and {{STATEMENT\_OF\_WORK\_CUSTOMER\_ACCOUNT\_NAME}} (Customer) for the provision of certain professional services as more fully described herein, (Services). Customer and Sirius expressly acknowledge and agree that this SOW is incorporated by reference into, and made a part of, Sirius {{STATEMENT\_OF\_WORK\_CUSTOMER\_AGREEMENT\_CONTRACT\_TYPE}} {{STATEMENT\_OF\_WORK\_CUSTOMER\_AGREEMENT\_NAME\_FOR\_SOW}} (the Agreement). In the event of conflict, the terms of the Agreement shall control unless otherwise expressly provided herein.

## SCOPE OF SERVICES

The scope of services for this project is attached hereto as Exhibit A.

## ACCEPTANCE CRITERIA

This SOW will be deemed complete when the Deliverables within Exhibit A have been completed and accepted by Customer.

## RESPONSIBILITIES

### *Sirius Responsibilities*

1. Staff this effort with appropriately skilled individuals to perform the Services, including project coordination as applicable
2. Promptly notify Customer of any unsafe condition about which Sirius has knowledge.

### *Customer Responsibilities*

1. Where appropriate, knowledgeable resources will be made available for functional questions and making business decisions. It is also expected that Customer staff will participate throughout the implementation.
2. Back-up all data, software, operating systems, software configurations and networking configurations in preparation for and during the performance of the Services. Sirius shall not be liable for any lost, damaged or corrupted data.
3. Have the appropriate software and hardware available at the beginning of the project and ensure that the necessary hardware environment (operating system, network, ports) is configured appropriately and is stable.
4. Customer will be responsible for data migration unless specified in the scope of services.
5. Prior to Sirius Consultant coming on-site for services, provide resource contact information; names, phone numbers, email addresses and location.
6. Provide Sirius with known scheduled outages, resource unavailability and project specific information for the development of a cohesive project schedule.
7. Provide Sirius with access to Customer's facilities and appropriate resources as reasonably necessary for Sirius to fulfill its obligations hereunder, including but not limited to: an adequate work area, network access (including Internet access), telephones, terminal, access to PC-based printer, remote access to systems (if applicable).
8. Promptly notify Sirius of any unsafe condition about which Customer has knowledge and to which Sirius resources could be exposed.
9. Promptly notify Sirius of any accidents or injuries involving Sirius employees or subcontractors assigned to Customer.
10. Promptly inspect and accept Services and/or Deliverables upon completion by Sirius.





## DELIVERABLES

This SOW will produce the Deliverables outlined in Exhibit A. All estimates and/or costs associated with this SOW are based solely upon the Deliverables outlined in Exhibit A. In the event any additional requirements are requested by Customer, the parties will mutually execute a change request to this SOW to address these additional requirements.

Tasks, deliverables and responsibilities not explicitly addressed within this SOW are beyond its scope and can only be provided pursuant to the change process described herein or pursuant to a separate SOW as mutually agreed to by both parties. Unless defined in Exhibit A, this SOW does not obligate Sirius to modify or remediate Deliverables or provide maintenance or support services for Deliverables in any manner following Customer's acceptance without an appropriate, corresponding SOW. If applicable, a separate maintenance or support services SOW may be established to provide maintenance or support services to Customer.

## ASSUMPTIONS

Sirius has created this SOW under the following assumptions. If one or more of these assumptions proves to be invalid, costs and other project factors may be impacted.

1. Unless otherwise agreed, Sirius reserves the right to subcontract any or all portions of the Services contemplated pre-approved by Customer.
2. Performance of the Services defined by this SOW are not subject to any provisions of the laws, acts, or regulations listed below and shall not require Sirius to create, receive, use, disclose, or in any way take control or possession of any information identified in such laws, acts or regulations:
  - a. Personal Information as defined by 201 Code of Massachusetts Regulation 17.00 (or any similarly defined information under an applicable state law);
  - b. Nonpublic Personal Information as defined by the Gramm-Leach-Bliley Act;
  - c. Personally Identifiable Information as defined by the Family Educational Rights and Privacy Act;
  - d. Cardholder Data as defined by Payment Card Industry (PCI) Data Security Standards; or
  - e. Protected Health Information, Electronic Protected Health Information, or Individually Identifiable Health Information as defined by the Health Insurance Portability and Accountability Act and the Health Information Technology for Economic and Clinical Health Act.
3. Sirius may deliver services at Customer location or a remote location.
4. If knowledge transfer is listed as a deliverable, it should be noted that such knowledge transfer is not a replacement for classroom training but is intended to help the Customer gain a working knowledge of implementation details specific to their environment. Customer should consider attending training provided by the manufacturer.
5. This SOW will be scheduled around local resource availability. If, due to Customer's schedule, a local resource cannot be used, Customer will be charged for reasonable out-of-pocket travel and living expenses, and a Change Request for this SOW will be submitted to Customer for their acknowledgment.

## SCHEDULE

Sirius and Customer will determine a schedule for work to be performed once execution of this SOW occurs. This schedule will include expected response times for both Sirius and the Customer to review and complete tasks. Sirius will use commercially reasonable efforts to timely complete the Services in accordance with the agreed upon schedule. Sirius will not be liable for any delays in performance related to Customer's failure to perform its obligations under this SOW or Customer's failure to make any facilities or equipment necessary for performance available to Sirius. In the event any delays in performance result in additional charges under this SOW, said charges will be agreed upon in a Change Request using the process detailed below.

# Statement of Work



## Service Cost

## Travel Costs

### SERVICES COORDINATION

Customer designates the following authorized representative assigned to serve as the primary point of contact for communication, issue escalation, contract administration, project scope change administration, and acceptance of Deliverables and/or Services as set forth herein.

Customer's Authorized Representative	Email Address
«STATEMENT_OF_WORK_CUSTOMER_ACCOUNT_LEGAL»	«STATEMENT_OF_WORK_CUSTOMER_EMAIL»

### SITE OF PERFORMANCE

Performance of the Services may be at the following Customer location(s) or may be performed from a remote location on the system located at the address listed below:

<b>Bill To:</b>
{{HTML:STATEMENT_OF_WORK_OVERRIDE_BILL_TO_ADDRESS}}

<b>Service Locations:</b>
{{TableStart:addy}}{{SERVICE_LOCATION_OVERRIDE_CCUSTOMER_ADDRESS_DISPLAY_NAME}} {{SERVICE_LOCATION_OVERRIDE_OVERRIDE_SL_STREET}} {{SERVICE_LOCATION_OVERRIDE_OVERRIDE_SL_ADDITIONAL_STREET}} {{SERVICE_LOCATION_OVERRIDE_OVERRIDE_SL_CITY}}, {{SERVICE_LOCATION_OVERRIDE_OVERRIDE_SL_STATE}} {{SERVICE_LOCATION_OVERRIDE_OVERRIDE_SL_POSTAL_CODE}}{{Tableend:addy}}

### CHANGE REQUESTS

From time to time Customer may request, or Sirius may propose, that Sirius implement a change to the Services reflected in this SOW including, without limitation, (a) a change to the scope of Services, or (b) a change in the prioritization or manner in which Sirius is performing the Services (each, a "Change"). In the event of the occurrence of a mutually agreed Change, Sirius shall prepare and provide to Customer a proposed change order. Sirius shall include in the proposed change order the effect, if any, the Change will have on Sirius' schedule of delivery of the Services, and if there will be any effect on the estimated cost or other Customer payments. Sirius shall not be responsible or liable for any delays, costs or damages resulting from Customer's rejection of, or delay in approving, a proposed change order relating to a Change. In the event the authorized representative of Customer requests that Sirius perform work without a mutually agreed upon change order, Customer shall compensate Sirius for the additional fees and expenses incurred by Sirius related thereto. In the event the Customer desires to retain Sirius for additional services outside the scope of the Services to be provided hereunder, Customer and Sirius agrees to execute and deliver such additional statements of work to evidence the additional services to be provided by Sirius.

## Statement of Work



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### **NO SOLICITATION**

Upon Customer's signature of this SOW and for a period of one year following completion, expiration or termination of this SOW, neither party will, directly or indirectly, solicit to employ or employ any of the current employees or independent contractors of the other party (or subcontractors or independent contractors) who are involved in the performance of Services under this SOW, without obtaining the prior written consent of such party. Notwithstanding the foregoing, solicitation of a party's current employees, subcontractors or independent contractors who are not involved in the performance of Services under this SOW by means of a general media solicitation or trade publication or advertisement shall not constitute a breach of this provision. This provision will survive the completion, expiration, or termination of this SOW and/or the Agreement.

### **INTELLECTUAL PROPERTY**

Upon full payment of all amounts due Sirius under this SOW and the Agreement, Customer shall own all rights, title, and interest in and to the Deliverables and all changes, modification or improvements related thereto, developed by Sirius under this SOW. Sirius hereby grants, sells, assigns, and conveys to Customer all rights of Sirius in and to the Deliverables and the tangible and intangible property rights relating to or arising out of the Deliverables, including, without limitation, patent, copyright, trade secret, trademark, and other proprietary rights. Deliverables shall not include, and the transfer of any rights hereunder shall not apply to, Background Technology (as hereinafter defined) or any software, materials or other technology which is owned or controlled by a third party ("Third Party Technology").

"Background Technology" means all processes, tools, works of authorship, programs, data, utilities or other intellectual property, in whatever form, that Sirius prepared or had prepared outside the scope of the Services provided hereunder and are included in, or necessary to, the Deliverable. Sirius Background Technology, working papers, scripts, proprietary methodology and confidential information belong exclusively to Sirius, including to the extent included in the Deliverable. Customer is granted a nonexclusive license to use Sirius Background Technology or Third Party Technology for the limited purpose of implementing the Deliverable for Customer's internal purposes.

### **PROPRIETARY AND CONFIDENTIAL**

This SOW contains confidential and proprietary information of Sirius and its vendors. Information contained in this SOW may not be disclosed, disseminated, or otherwise revealed to any party outside of Customer or any party within Customer who is not privileged to receive such information without the express written permission of Sirius. There is no obligation to maintain the confidentiality of any information which was known to Customer prior to receipt of such information from Sirius, or becomes publicly known through no fault of Customer, or is received without obligation of confidentiality from a third party owing no obligation of confidentiality to Sirius.

# Statement of Work



## ACCEPTANCE & AUTHORIZATION

This SOW expires if not signed by Customer and returned to Sirius (as set forth below) within thirty (30) days of June 4, 2018. However, this SOW shall not be binding or effective until countersigned by Sirius. If performance of the Services does not commence within ninety (90) days of the date hereof, this SOW will automatically terminate in the absence of a written amendment rescheduling the Services. Please indicate your acceptance of this SOW by signing below and returning to:

**Services Operations Team by email to {{ USER\_EMAIL }}. Please note, all pages of SOW are required**

<b>BY:</b> {{STATEMENT_OF_WORK_CUSTOMER_ACCOUNT_NAME}}	<b>BY: SIRIUS COMPUTER SOLUTIONS, INC.</b>
Signature:	Signature:
Name: {{STATEMENT_OF_WORK_CUSTOMER_CONTACT}}	Name:
Title: {{STATEMENT_OF_WORK_CUSTOMER_TITLE}}	Title:
PO # (if applicable) {{CUSTOMER_PO_NUMBER}}	SOW Number: {{STATEMENT_OF_WORK_NAME}}
Date:	Date:



**SIRIUS COMPUTER SOLUTIONS, INC.**  
**MASTER MANAGED SERVICES AGREEMENT \_\_\_\_\_-MMSA**  
**SWO #**  
**for**  
**MANAGED SERVICES:**

**Customer Name:** [CUSTOMER NAME]

This Services Work Order (SWO) is entered into pursuant to, and as a part of, the Master Managed Services Agreement ("Agreement") between Sirius Computer Solutions, Inc. ("Sirius") and [CUSTOMER NAME] ("Customer"). In the event of a conflict between the terms of this SWO and the Agreement, the terms of this SWO shall control.

**1. Term: XX months**

**Services Start Date:** Actual monthly fees, for the Term of XX continuous months, shall commence once the transition or migration is completed and Sirius is ready to start operation and administration of Customer's managed environment. This date will be communicated and agreed upon via a Change Request.

**Finish Date:** The Finish Date occurs XX months after the Services Start Date. It will be documented in the Change Request.

Sixty (60) days prior to the end of the Term, the parties will begin to develop terms for the renewal of this SWO. Unless either party provides written notice of its intent not to renew this SWO to the other party within such sixty (60) day period, this SWO will automatically extend for a period of thirty (30) days after the Finish Date at the current Base Monthly Service Fee, while the renewal discussions are being finalized. If no agreement is reached during this thirty (30) day period, this SWO and all associated services will automatically terminate.

**2. Scope of Services**

(a) **Attachments.** One or more Attachments may be attached hereto, defining hardware, software, or personal property to be provided by one or the other of the parties, telecommunications requirements, locations served, or other technical requirements, commitments or obligations of the parties. All Attachments are incorporated herein by this reference.

(b) **Additional Services.** Any service not specifically described in this SWO is considered outside the scope of this SWO unless specifically added by agreement of the parties. Additional services must be approved in writing by Customer and Sirius prior to implementation or execution.

(c) **Included Services.** The services specified in the matrix below will be provided by Sirius to the Customer on a 24 by 7 by 365 basis unless otherwise specified.



## Responsibility Matrix

### Service Management Services

#### Account Management

Responsibility Description	Customer	Sirius
<b>Any Meeting</b>		
Report in a timely and accurate manner on progress toward resolution of Sirius action items		✓
Report in a timely and accurate manner on progress toward resolution of Customer action items	✓	
Pursue continuation meetings as necessary to progress toward resolution of action items		✓
<b>Status Reporting</b>		
Conduct regularly scheduled status meetings as agreed upon by both parties		✓
Implement service level objectives and performance reports		✓
Prepare monthly service level/performance reports		✓
Provide analysis of monthly reports and service level achievement/performance		✓
Provide feedback regarding analysis/results of monthly reports and historical trends	✓	
Determine reason(s) for failing to meet defined SLAs and present to Customer		✓
Provide feedback regarding any failure(s) to meet defined SLAs as presented by Sirius	✓	
Determine appropriate measures/compensation actions that are a result of a failure to meet defined SLAs		✓
Provide feedback regarding measures/compensation actions that are a result of a failure to meet defined SLAs as presented by Sirius	✓	
Provide appropriate reporting required for supporting SLAs		✓
Determine reason(s) for failing to meet defined SLAs and present to Customer		✓
Provide feedback regarding any failure(s) to meet defined SLAs as presented by Sirius	✓	
Conduct executive review meeting based upon mutually agreed upon timeframe and schedule		✓
Implement Sirius action items agreed upon and resulting from Customer support meeting		✓
Implement Customer action items agreed upon and resulting from Customer support meeting	✓	
<b>Contract Management</b>		
Ensure performance of Sirius' obligations		✓
Ensure performance of Customer's obligations	✓	
Oversee performance of Sirius' obligations	✓	
Provide constructive feedback regarding performance of Sirius' obligations	✓	
Take appropriate measures to continually meet Customer's expectations regarding Customer's constructive feedback		✓
Maintain documentation and procedures regarding all services provided to Customer		✓
Approve documentation and procedures relative to Customer services	✓	
Document modifications to contract and provide to Customer for approval and signature		✓



Responsibility Description	Customer	Sirius
Provide Customer signature regarding documented modifications to contract	✓	
<b><i>In Scope Projects and Activities</i></b>		
Surface Customer initiated incidents, projects or requests for change following agreed upon processes	✓	
Surface Sirius initiated projects or requests for change following agreed upon processes		✓
Identify tasks required to complete projects and activities		✓
Provide input toward identifying tasks required to complete projects and activities	✓	
Approve list of identified tasks required to complete projects and activities	✓	
Estimate Customer resources required to complete projects and activities	✓	
Estimate Sirius resources required to complete projects and activities		✓
Create and execute implementation plans in accordance with agreed upon processes		✓
Review and approve Sirius' implementation plans	✓	
Record and report status and/or results of initiative's activities		✓
<b><i>Out of Scope Project and Activities</i></b>		
Initiate project or activity process with a written description of the Customer request	✓	
Identify tasks to the level of major milestones and deliverables required to complete projects or activity		✓
Provide input toward identifying tasks required to complete project or activity	✓	
Approve list of identified tasks required to complete project or activity	✓	
Estimate Customer resources required to complete project or activity	✓	
Estimate Sirius resources required to complete project or activity		✓
Review Sirius' plans and cost quote	✓	
Provide verbal approval of scope regarding work modifications	✓	
Document project or activity via creating a change order to be signed/executed by Customer in accordance with agreed upon processes		✓
Provide Customer signature regarding documented change order and corresponding cost	✓	
Create and execute implementation plans in accordance with agreed upon processes		✓
Record and report results and/or status of initiative's activities		✓
<b><i>Transition</i></b>		
<b><i>Initiation</i></b>		
Assign an Executive Sponsor and a Project Coordinator	✓	
Provide a list of hostnames and IP addresses for the hardware platforms requiring technical support	✓	
Provide Sirius with administrative user credentials for the hardware platforms requiring technical support	✓	
Create and maintain Transition Project Schedule		✓
<b><i>Network Connectivity</i></b>		
Complete and return the VPN Worksheet	✓	
Assign vendors or internal resources to assist Sirius with VPN network configuration	✓	
Schedule VPN Planning & Configuration Meeting		✓
<b><i>Discovery / Knowledge Transfer</i></b>		



Responsibility Description	Customer	Sirius
Provide system documentation, operational procedures, runbooks, batch job process flows, batch job restart procedures, system tape backup procedures, escalation and callout processes and network topology drawings	✓	
Schedule discovery sessions with transition project stakeholders		✓
<b>Monitoring Setup</b>		
Provide the customer with the system requirements to provision a VM for CA/UIM		✓
Provision Virtual Machine (VM) for CA/UIM and creates admin credentials to Sirius monitoring tool	✓	
Verify VM and CA/UIM is accessible across the VPN Tunnel		✓
Install CA/UIM monitoring software on customer provided VM		✓
Deploy CA/UIM Probes and Robots on contractually agreed to devices		✓
Review the CA/UIM alerts and adjust thresholds to eliminate false positive alerts.		✓
<b>Execution</b>		
Create ServiceNow user accounts for the customer		✓
Train customer on the use of the ServiceNow incident management tool		✓
Review the Sirius Managed Services Change Management Process		✓
Create an Escalation & Callout document for the supported hardware platforms		✓
Schedule weekly transition status meeting with stakeholders		✓
Add the Configuration Items to ServiceNow		✓
Provide the customer with the Sirius Escalation documentation		✓
Approve the Managed Services "Go Live" date identified in the transition project schedule	✓	
<b>Closure</b>		
Perform post-transition review process		✓
Provide input and feedback regarding post-transition review process	✓	
<b>Relationship Management</b>		
Provide oversight regarding account activities		✓
Initiate and host status/Customer support meetings at a mutually agreed upon timeframe		✓
Assign Customer resource(s) that will review and provide approval for all Customer related changes	✓	
Work with Customer to review and obtain approval for all Customer related changes		✓
Provide approval for all Customer related changes	✓	
Provide the day-to-day communication between Customer and Sirius		✓
Provide critical input and communication to allow activities to be completed within a timely manner between Customer and Sirius	✓	
Provide and maintain a single point of contact for escalating all reporting items, incident tickets and change activities		✓
Address any billing related issues or concerns of Customer		✓

#### Service Desk

Responsibility Description	Customer	Sirius
Log all calls via an incident ticketing system, assign severity and monitor progress of incident support requests		✓





Responsibility Description	Customer	Sirius
Escalate incidents to the appropriate technical resource for resolution or route incident ticket to appropriate service provider or on-call Customer analyst		✓
Establish and enforce security standards and guidelines	✓	
Follow Customer publicized security standards and guidelines while addressing incident support requests		✓
Administer Customer login IDs and reset passwords for data access	✓	
Administer Sirius login IDs and reset passwords for data access if authorized.		✓
Maintain call-out procedures for Customer	✓	
Maintain call-out procedures for Sirius		✓
Adhere to established Call-Out procedures		✓
Record incident management tickets in Sirius ITSM solution for all reported incidents		✓

### Change Management

Responsibility Description	Customer	Sirius
<b>Change Management</b>		
Utilize Change Management processes as defined by Sirius Process Manual		✓
Receive, monitor and report change control requests		✓
Conduct Sirius internal change control meetings to ensure integrity and quality		✓
Conduct periodic status meetings where Customer is in attendance within which change control activities and associated outage windows are reviewed		✓
Participate within periodic Account Management status meetings and review impending change control activity	✓	
Conduct walk through review of all proposed change control activities		✓
Approve, prioritize and schedule Sirius' change control requests	✓	
Conduct post-implementation review meetings as necessary		✓
Provide input and feedback as a result of participating within post-implementation review meeting	✓	
Implement recommendations resulting from post-implementation review meetings		✓
Implement measures as agreed upon that require Customer engagement resulting from post-implementation review meetings	✓	
<b>System Changes</b>		
Initiate and record change requests		✓
Develop and maintain implementation plans		✓
Estimate time and costs for changes (as applicable)		✓
Review and evaluate estimate upon completion		✓
Write cost justification (as applicable)		✓
Present costs and review need and expense with Customer (as applicable)		✓
Approve costs as presented by Sirius (as applicable)	✓	
Ensure that change meets Customer's prescribed change requirements		✓
Provide input and feedback that Sirius' change management processes are meeting Customer's prescribed change requirements	✓	
Notify Customer of change via documenting the implementation procedure		✓
Present and coordinate change through the change control process		✓
Negotiate outage window requirements and resources necessary for testing any given change control	✓	
Approve and prioritize change control requests	✓	



<b>Responsibility Description</b>	<b>Customer</b>	<b>Sirius</b>
Provide input and feedback regarding any given change control allowing Customer to provide approval under full disclosure		✓
<b>Emergency Changes</b>		
Convey the implementation process associated with any given system emergency change requests that impact the Customer environment		✓
Approve all system emergency change requests that impact the Customer environment	✓	
Implement emergency change in accordance with the established emergency change control procedures		✓
Provide updates to processing procedures for production control impacted by emergency change control implementation	✓	
<b>Application Software Changes</b>		
Test updates to all applications jobs and procedures prior to implementing within the production environment	✓	
Perform updates to all applications jobs and procedures that are to be executed within the production environment	✓	
Administer all code/module promotion procedures and corresponding peripheral tasks (whether functionality occurs via a vendor product such as CA-Endevor or SCLM or the source is Customer proprietary)	✓	
Administer all report facilitation tasks (whether functionality occurs via a vendor product such as CA-Report Facility or CA-Easytrieve or the source is Customer proprietary)	✓	
<b>Quality Assurance</b>		
Conduct system testing regarding all systems changes and enhancements		✓
Execute back out procedures associated with change as necessary as a result of a failure in system testing		✓
Conduct application testing on all system and/or database changes and approve/reject change as necessary within documented specifications	✓	
Coordinate user acceptance testing for all changes	✓	
Develop and document back out, back up and restoration procedures prior to implementation as part of the change control process		✓
Review and approve documented back out, back up and restoration procedures prior to implementation	✓	
Implement change into targeted environment(s) – test, development, quality assurance, production, etc.)		✓
Update system change request status		✓
<b>Additional Reporting and Documentation</b>		
Develop and maintain systems change management acceptance specifications		✓
Approve change management acceptance specifications	✓	
Maintain/update Sirius' change management process procedures		✓

### **Incident Management**

<b>Responsibility Description</b>	<b>Customer</b>	<b>Sirius</b>
Utilize Incident Management processes as defined by Sirius Process Manual		✓
Service Desk records, logs, prioritizes, assigns severity and monitors progress		✓
Maintain incident log, monitor timely resolution of open incidents for those issues assigned to Sirius		✓
Notify Customer analyst or Customer Help Desk of the on-going status and final resolution		✓
Pursue successful resolution of Sirius assigned incidents		✓



Responsibility Description	Customer	Sirius
Validate successful resolution of resolved Sirius assigned incidents	✓	
Escalate unresolved incidents that exceed established timeframes to appropriate Customer and Sirius representative(s) as necessary		✓
Close Incident Ticket upon acceptable incident resolution as verified by Customer, providing sufficient detail of incident for later analysis of trends		✓
Provide and maintain a method for proper escalation of incidents within Sirius' management		✓
Provide and maintain a method for proper escalation of incidents within Customer's management	✓	
Report incident statistics at account management meetings or as required for those issues assigned to Sirius' Service Desk		✓
Conduct root cause analysis and review high-impact incidents to identify preventative measures, assess risk and bring to closure		✓
Provide input and feedback as a result of receiving root cause analysis and reviews of high-impact incidents identifying preventative measures and assessing risk bringing items to closure as appropriate	✓	
Conduct post incident review (PIR) for high-impact incidents or upon Customer request		✓
Provide input and feedback as a result of receiving and reviewing PIR documentation	✓	
Approve or escalate Sirius' recommendations/findings contained within PIR documentation	✓	
Implement PIR recommendations/measures as requested/assigned for respective areas of service responsibility within the scope of services		✓
Implement PIR recommendations/measures as agreed upon that require Customer engagement resulting from PIR review process	✓	

• **Network Unified Communications Services**

Responsibility Description	Customer	Sirius
• <b>Technical Support</b>		
Design VOIP Architecture	✓	
Install patches, hot fixes, service packs and firmware		✓
Maintain and manage IOS on managed devices		✓
Perform upgrades on VOIP environment	✓	
Open and manage Cisco TAC cases		✓
Provide technical configuration support for managed devices		✓
Provide user and phone remote Moves/Adds/Changes/Deletes		✓
Perform Dial plan management		✓
Manage Unity Connection Call Handler		✓
Perform voice mailbox configuration		✓
Perform debugging/trace files/network data capture for troubleshooting		✓
Perform scheduled backups		✓
Maintain hardware and software maintenance on all managed devices		✓
• <b>Monitoring</b>		
Provide monitoring software for all IP enabled managed devices		✓
Monitor IP enabled network devices		✓
Establish, manage and measure mutually agreed upon device thresholds		✓



Responsibility Description	Customer	Sirius
Create incident tickets for all network alerts		✓
Perform root cause analysis and corrective action for reoccurring incidents		✓
Perform callout and escalation for necessary incidents		✓
<b>• Performance Reporting</b>		
Providing a VM or separate server for use as a local “hub” for Sirius monitoring software as well as providing connectivity to the “hub” from managed servers as well as from Sirius NOC	✓	
Monitor network devices for key performance indicators		✓
Establish baseline and forecasted usage based upon the monitoring results		✓



[INSERT SERVICE PLATFORMS HERE]

### 3. Performance Standards

Applicable Performance Standards are documented in Attachment I below.

### 4. Initial Fees

(a) Transition Fee. Customer shall pay Sirius a Transition Fee in the amount of **\$0.00**. This fee shall be invoiced upon the signing of this SWO by both parties, and will repeat every 30 days until the transition has been completed and the Base Monthly Service Fee has begun.

(b) Base Monthly Service Fee. Customer shall pay Sirius a Base Monthly Service Fee of **\$0.00**. The Base Monthly Service Fee shall be invoiced commencing upon the Services Start Date and shall be invoiced monthly in advance for the remainder of the Term. This fee is based on the assumptions set forth in the Agreement and in this SWO. If one or more of those assumptions are determined by Sirius to be incorrect or are changed by agreement of the parties, Sirius may adjust the base fee and so notify Customer in writing. In the event Customer requests Sirius to change, upgrade or supplement Sirius provided hardware, software or personal property, or Customer's processing requirements, workload or utilization of the System require any such change, upgrade or supplement, the Base Monthly Service Fee shall be equitably adjusted by Sirius to reflect any additional fees and expenses relating to any such change, upgrade or supplement.

(c) Additional Fee. Customer shall pay Sirius for services outside the scope of this agreement at a mutually agreed upon price. Sirius will notify Customer if services are outside the scope of the agreement prior to performing the service. Customer agrees to pay for travel and living expenses for any on-site support required by Customer.

(d) Assumptions. All of the fees referenced above are based upon the following assumptions and in the event any such assumption proves to be invalid or incorrect for any reason, Sirius reserves the right to adjust such fees accordingly:

i. Customer will be responsible for timely paying in full any fees charged by any third-party software vendors for the right to run such software and Customer will timely obtain the effective right for Sirius to run any such software and shall indemnify, defend and hold Sirius harmless for any liability and any cost or expense incurred (including, without limitation, any attorneys' fees) as a result of its failure to timely obtain such an effective right;

ii. Customer shall bear and satisfy all telecommunication costs relating to its network;

iii. Sirius shall not be liable for any loss or damage resulting from unsupported Customer provided hardware or software (whether or not such lack of support results from Customer's failure to maintain a current maintenance and support agreement with the applicable vendor or the vendor's failure to maintain support for any other reason). Failure of Customer to maintain a current maintenance and support agreement with the applicable vendor for each of the Customer provided hardware or software shall release Sirius from any service level agreement ("SLA") or associated penalty resulting from a missed SLA, its financial penalty, or grounds for breach as defined herein;

iv. Sirius assumes the hardware environments sized by Customer as set forth in Attachment II are of sufficient size, quality, capability and capacity to adequately handle Customer's data processing and workload requirements; and



v. Customer shall provide Internet connectivity on a 24 by 7 by 365 basis into Customer's business locations where Sirius is providing services. Customer shall also monitor the status of these Internet connection(s) utilizing a combination of host-based and microprocessor-based network management systems to ensure Sirius connection availability. Customer will not hold Sirius responsible for any SLA or associated penalty resulting from a missed SLA, its financial penalty, or grounds for breach as defined herein resulting from Customer's failure to comply with this subsection (v).

vi. Other.

## 5. Termination.

This SWO and any renewal thereof may not be terminated by either party for convenience.



Note: If not signed by Customer, received and counter-signed by Sirius on or before \_\_\_\_\_, this proposed SWO will automatically expire. By signing below, the parties make the agreement for the Services that are contained in this SWO. Customer's order under this SWO is also subject to the Sirius Master Managed Services Agreement.

[CUSTOMER NAME]

Sirius Computer Solutions, Inc.

By: \_\_\_\_\_  
Authorized Signer

By: \_\_\_\_\_  
Authorized Signer

Name: \_\_\_\_\_

Name: Bonnie M. Cerrito

Title: \_\_\_\_\_

Title: Sr. Vice President – Contracts

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**For tax billing accuracy and compliance, please confirm the physical location(s) of the supported hardware included in the scope of this SWO. If different than the location(s) listed on Page 1, please provide the address(es) below.**

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**INTERESTED IN BECOMING A SIRIUS CUSTOMER REFERENCE?**

Thank you for considering becoming a Sirius reference for the solution we have provided.

Yes  No

\_\_\_\_\_  
Contact Name

\_\_\_\_\_  
Phone



**ATTACHMENT I**

**SLA – Performance Standards**

The following Performance Standards apply to the attached Managed Services SWO (“Managed Operations” and “Managed Administration”) and whose penalties will be assessed in the event of a Performance Standards violation. The maximum Performance Standard penalty for a given month is ten (10) percent of one (1) months’ fee and violations for different Performance Standards within the same Service Area are not cumulatively penalized.

<b>Service Area</b>	<b>Incident Management – Priority/Severity Level-1</b>
<b>Service Level Description</b>	Ensure Priority/ Severity Level-1 Incidents impacting Customer are managed and resolved in the timeframe defined within this SLA.
<b>Service Category</b>	Incident Resolution Process
<b>Target KPIs</b>	<p>Time to Respond SLA:            Within 1 hour of Sirius becoming aware of the incident, Sirius will have a resource assigned to work the incident.</p> <p>Resolution/Circumvention Time Expectation.</p> <p>SLG – 100% resolved/circumvented within six (6) hours.</p> <p>Post Mortem SLG:            Sirius will present a post mortem of all Priority/Severity 1 within 5 (five) business days after the incident has been resolved, unless otherwise agreed to by customer.</p> <p>Exceptions:            Resolution time expectations associated with the incident resolution that requires non-Sirius resources to resolve the incident will not be considered part of this measurement.</p>
<b>Calculation</b>	$\frac{(\# \text{Priority / Severity-1 Incidents Logged}) \text{ minus } (-) (\# \text{Priority / Severity-1 Incidents Exceeded})}{(\# \text{Priority / Severity-1 Incidents Logged})}$
<b>Trigger</b>	<p>If incident is discovered by Customer first, the point in time the incident is reported to the Sirius Service Desk and issuance of a Sirius incident ticket will be considered the trigger point.</p> <p>If incident is discovered by Sirius first, the issuance of a Sirius incident ticket by the Sirius Service Desk will be considered the trigger point.</p>
<b>Transition Period</b>	90 Days after Services Start Date
<b>Measurement Interval</b>	Monthly
<b>Service Level Weight</b>	3% of Base Monthly Service Fee





<b>Service Area</b>	<b>Incident Management – Priority/Severity Level-2</b>
<b>Service Level Description</b>	Ensure Priority/Severity Level-2 Incidents impacting Customer are managed and resolved in the timeframe defined within this SLA.
<b>Service Category</b>	Incident/Problem Resolution Process
<b>Target KPIs</b>	<p>Time to Respond SLA:            Within 1 hour of Sirius becoming aware of the incident, Sirius will have assigned resources to work the incident.</p> <p>Resolution/Circumvention Time Expectation:            SLG – 100% resolved/circumvented within 4 Business Days</p> <p>Exceptions:            Resolution time expectations associated with the incident resolution that requires non-Sirius resources to resolve the incident will not be considered part of this measurement.</p>
<b>Calculation</b>	$\frac{(\# \text{Priority/Severity-2 Incidents Logged}) \text{ minus } (-) (\# \text{Priority/Severity-2 Incidents Exceeded})}{(\# \text{Priority/Severity-2 Incidents Logged})}$
<b>Trigger</b>	<p>If incident is discovered by Customer first, the point in time the incident is reported to the Sirius Service Desk will be considered the trigger point.</p> <p>If incident is discovered by Sirius first, the issuance of a Sirius incident ticket by the Sirius Service Desk will be considered the trigger point.</p>
<b>Transition Period</b>	90 Days after Services Start Date
<b>Measurement Interval</b>	Monthly
<b>Service Level Weight</b>	3% of Base Monthly Service Fee

<b>Service Area</b>	<b>Incident Management – Priority/Severity Level-3</b>
<b>Service Level Description</b>	Ensure Priority/Severity Level-3 Incidents impacting Customer are managed and resolved in the timeframe defined within this SLA.
<b>Service Category</b>	Incident Resolution Process
<b>Target KPIs</b>	<p>Time to Respond SLA:            Within 1 hour of Sirius becoming aware of the incident, Sirius will have assigned resources to work the incident.</p> <p>Resolution/Circumvention Time Expectation:            SLG – 90% resolved/circumvented within 14 Business Days</p> <p>Exceptions:            Resolution time expectations associated with the incident resolution that requires non-Sirius resources to resolve the incident will not be considered part of this measurement.</p>
<b>Calculation</b>	$\frac{(\# \text{Priority/Severity-3 Incidents Logged}) \text{ minus } (-) (\# \text{Priority/Severity-3 Incidents Exceeded})}{(\# \text{Priority/Severity-3 Incidents Logged})}$
<b>Trigger</b>	<p>If incident is discovered by Customer first, the point in time the incident is reported to the Sirius Service Desk will be considered the trigger point.</p> <p>If incident is discovered by Sirius first, the issuance of a Sirius incident ticket by the Sirius Service Desk will be considered the trigger point.</p>
<b>Transition Period</b>	90 Days after Services Start Date
<b>Measurement Interval</b>	Monthly
<b>Service Level Weight</b>	3% of Base Monthly Service Fee



<b>Service Area</b>	<b>Change Management</b>
<b>Service Level Description</b>	Track successful completion of mutually agreed upon changes requested by the customer. Customer will request changes from Sirius thru the web portal provided by Sirius. Customer may request work from Sirius in the form of email or phone call with confirmation from Sirius to follow thereafter.
<b>Service Category</b>	Change Management Completion Success
<b>Target</b>	<p>Sirius will monitor each completed change for success or failure. Sirius will report on all changes monthly to the customer, but the SLA penalties are based upon a minimum of 10 changes per month.</p> <p>SLA: 90% of all Changes will be successful and completed on the mutually agreed upon date.</p> <p>Exceptions: Only changes classified as Normal (not Expedite or Emergency) shall be used to calculate monthly performance against this measurement.</p> <p>Change resolution time that requires non-Sirius personnel to complete the change is not considered part of this measurement.</p>
<b>Calculation</b>	(#Changes Successful and on Time) divided by (+) (#Changes Logged)
<b>Trigger</b>	N/A
<b>Transition Period</b>	90 Days after Services Start Date
<b>Measurement Interval</b>	Monthly
<b>Service Level Weight</b>	2% of Base Monthly Service Fee

<b>Service Area</b>	<b>Customer Request Orders</b>
<b>Service Level Description</b>	Ensure Customer Requests are completed by mutually agreed upon due date for that particular request. Customer will request work from Sirius thru the web portal provided by Sirius. Customer may request work from Sirius in the form of email or phone call with confirmation from Sirius to follow thereafter. Sirius requires two (2) business days for each request to be considered subject to this measurement.
<b>Service Category</b>	Work Request Resolution
<b>Target</b>	<p>Sirius will monitor each mutually agreed upon due date and the resulting completion date to determine the measurement. Sirius will report on all requests monthly to the customer, but the SLA penalties are based upon a minimum of 10 requests per month.</p> <p>SLA: 90% of all Work Orders resolved by mutually agreed upon date.</p> <p>Exceptions: Work order resolution time that requires non-Sirius personnel to complete the work order is not considered part of this measurement.</p>
<b>Calculation</b>	(#Work Orders Resolved on Time) divided by (÷) (#Work Orders Logged)
<b>Trigger</b>	Upon agreement of a work request ticket by Sirius.
<b>Transition Period</b>	90 Days after Services Start Date
<b>Measurement Interval</b>	Monthly
<b>Service Level Weight</b>	3% of Base Monthly Service Fee



## ATTACHMENT II

### Customer Provided Infrastructure

#### Hardware

- UIM Hub – the hub is the backbone of the UIM infrastructure, binding together Robots and Hubs into a logical structure. In addition to managing the infrastructure, the hub is also responsible for:
  - Message distribution
  - Name services
  - Security including authentication and authorization
  - Tunnel services

The UIM Hub needs to be either a physical or virtual server running Microsoft Windows Server 2008 R2 64 bit or newer version that will host the UIM Hub Software. A server class operating system is preferred. The following are the minimum server specifications:

- 16 GB RAM
- 200GB available disk space minimum
- 2 Processors & 2 Cores minimum

Additionally, the following is required for Sirius to manage the UIM environment:

- Administration credentials are needed to perform software install
- RDP access to the server
- Allow access / traffic over established VPN tunnel
- All SNMP devices (Data Domain, Firewalls, etc.) need to talk to the Nimsoft Hub (\*see local IP address on CI form; Example: ACL)
- 48003 TCP/UDP - The port the Customer hub uses to talk to the Sirius Primary Hub; Creates its own SSL tunnel between the two
- TCP/IP ports necessary for Windows and Nimsoft monitoring communication:
  - 48000 – 48025 – Nimsoft Hub to Hub / Hub to Node, as well
  - 3389 – Remote Desktop Protocol
  - ICMP – Ping

- Jump Server – A jump server may be utilized to avoid the creation and management of NAT'd IP addresses, for some devices. It is a special-purpose computer on a network typically used to manage devices in a separate security zone. The most common example is managing a host in a DMZ from trusted networks or computers.
  - Customer Requirements
    - 2U server (or VM)
    - Windows 2012 R2
    - 8 GB RAM +
    - 100 GB+ Free Space
    - Access from jump server to external websites (i.e. to download any needed tools; Putty is required for SSH)
    - Advise if jump server redundancy is required (i.e. 2nd jump server)
  - Notes:
    - It is not recommended to utilize a Nimsoft (UIM) hub as a jump server as well
    - If a 2nd jump server is to be deployed, additional considerations must come into play...like, but not limited to:
      - Admin tools to be installed by group's w/ possible different specs by use (ex: SW admin access tools, etc.) w/ possible different port/protocol info (ex: ASA's managed by ASDM = ASDM tool talks across X port / X protocol possibly requiring Putty/port 443/etc.)...



- Licensing for OS/VM/Backup/Terminal Server/Etc...

**Software**

-



## **ATTACHMENT III**

### **Sirius Provided Infrastructure**

#### **Hardware**

- One (1) 5505 Cisco ASA firewall device – This device is used to establish a site-to-site VPN tunnel from Sirius to Customer's site. Attachment IV below identifies the requirements Sirius needs from the customer to complete the VPN tunnel.

#### **Software**

- UIM (server and applicable probes)



**ATTACHMENT IV**

**New Customer VPN Configuration Worksheet**

Customer is to complete this **New Customer VPN Configuration Worksheet** to be included at execution of this SWO.

**Customer Name:** [CUSTOMER NAME]

**ISAKMP Tunnel Configuration:** (click on "Choose an item" to make selection)

Authentication:.....Choose an item.  
Encryption: .....Choose an item.  
Hash: .....Choose an item.  
Group:.....Choose an item.  
Lifetime: .....Choose an item.

**IPsec Tunnel Configuration:**

Encryption Algorithm: ....Choose an item.  
Hashing Algorithm: .....Choose an item.  
Lifetime Seconds: .....Choose an item.  
Lifetime Kilobytes: .....Choose an item.  
PFS:.....Choose an item.  
If Yes:.....Choose an item.

**Encryption Domains:**

Sirius NAT traffic always traverses to customer network in range **66.37.227.0/24**  
Customer can either use existing public IP addressing or be assigned a **10.1.X.X/24** subnet range.

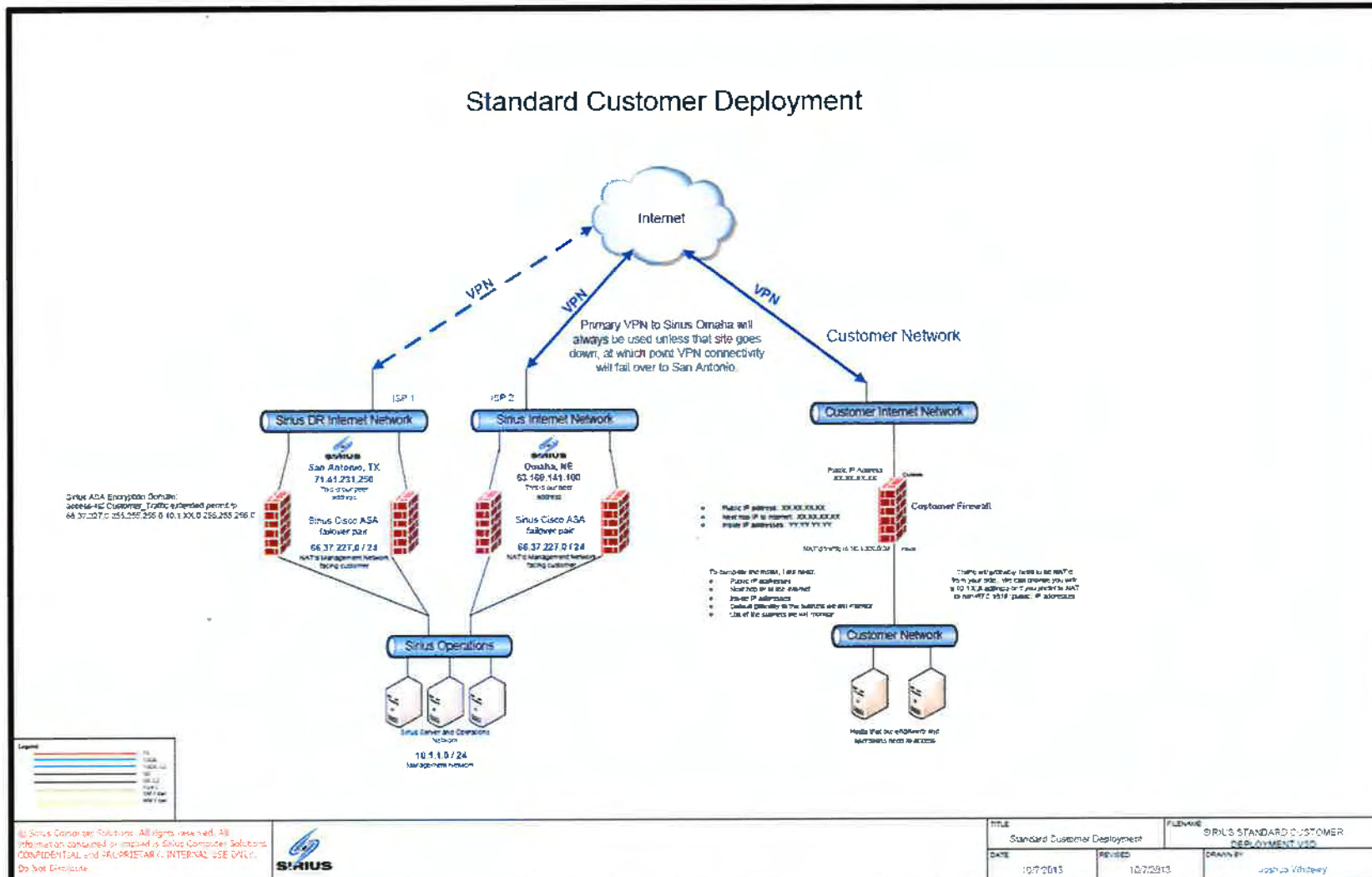
**Peer IP Addressing:**

Sirius IP address for tunnel peer configuration is **63.160.141.100**  
Sirius IP address for DR tunnel peer configuration is **71.41.231.250**

Customer peer IP address: **X.X.X.X** ← Customer to provide



The following depicts Sirius' Standard Customer Deployment method for network connectivity for accessing the Customer environment.





## ATTACHMENT V

### Glossary of Terms

**Incident Management** – The mission of the of the Incident Management process is to resolve support requests in a timely prioritized fashion.

**Monitors** – A set of Sirius provided tools to monitor key performance indicators on the infrastructure that applies to the Scope of Services.

**SLA** – Service Level Agreement. Service Level Agreements have a financial penalty if missed.

**SLG** – Service Level Goal. Service Level Goals do not have a financial penalty if missed.





**Master Managed Services Agreement**  
**Number \_\_\_\_\_-MMSA**

This MASTER MANAGED SERVICES AGREEMENT (this "**Agreement**") is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ by and between \_\_\_\_\_ a \_\_\_\_\_ corporation, having its principal place of business at \_\_\_\_\_, on behalf of itself and its Affiliates defined herein ("**Customer**"), and **Sirius Computer Solutions, Inc.**, a Texas Corporation, having a place of business at 10100 Reunion Place, Suite 500, San Antonio, TX 78216, on behalf of itself and its Affiliates defined herein ("**Provider**").

**1. General / Services.** Customer hereby retains Provider to perform the managed services (the "**Services**") as described in a services work order (each, an "**SWO**"), to be executed by both parties from time-to-time, pursuant to this Agreement. Services may include services furnished to Customer or services furnished to a client of Customer and subcontracted to Provider; *provided, however*, that in the latter case the privity of contract shall be between Customer and Provider, and Customer shall be responsible for payment of all charges in connection with such Services. If any provision of this Agreement conflicts with a provision of a SWO, then the provision of the SWO shall prevail. Provider shall perform the Services in accordance with the terms and conditions of this Agreement and the SWO. Provider or any of its Affiliates may enter into an SWO with Customer or any of its Affiliates from time-to-time pursuant to an SWO entered into between such parties. Such SWOs shall incorporate the terms and conditions of this Agreement and shall automatically (without notice to or consent of Customer) become the obligation of Customer, the same as if Customer had entered into such SWOs itself, as well as the obligation of Customer's Affiliate (which obligation shall be joint and several). Customer hereby warrants that any SWO entered into by its Affiliate shall have been duly authorized by all necessary corporate action and constitutes a legally binding obligation of such Affiliate and Customer enforceable in accordance with its terms and conditions. The term "**Affiliate**" shall mean all entities affiliated through common ownership including, without limitation, its parent and related companies and subsidiaries.

**2. Employees.** All personnel assigned by Provider to perform the Services will be employees of Provider or Provider's Affiliate, or subcontractors of Provider, and Provider will pay all salaries and expenses of, and all federal, social security, federal and state unemployment taxes, and any other payroll or withholding taxes relating to such employees. Provider will be considered, for all purposes, an independent contractor, and it will not, directly or indirectly, act as an agent, servant, or employee of Customer, or make any commitments or incur any liabilities on behalf of Customer without Customer's prior written consent.

**3. Payment / Taxes.** In consideration of Provider's performance of the Services, Customer shall pay Provider the fees set forth in, and in accordance with, the respective SWO. Provider will invoice Customer each month or at the conclusion of the engagement, whichever occurs earlier. Customer shall pay each undisputed invoice within thirty (30) days following date of invoice. If full payment is not received within such thirty (30) day period, then Customer shall pay interest on said unpaid balance in an amount equal to the lower of 1.5% per month or the highest rate permitted by law. If so provided in an SWO, Customer shall reimburse Provider for out-of-pocket expenses that Provider incurs in performing the Services described therein. The fees quoted by Provider do not include any federal, state, or local property, license, privilege, sales, use, excise, gross receipts, value added, or other taxes that may now or hereafter be applicable to, measured by, or imposed upon, or with respect to, any transaction, any property (including without limitation its sale, its value, or its use), or any services related to this Agreement. Customer agrees to pay Provider for any such taxes that Provider, or Provider's subcontractors or suppliers, are required to pay, excluding any taxes relating to Provider's income. All tax refunds are subject to the relevant taxing jurisdictions' statute of limitations. Where a SWO lists more than one Customer site, Provider shall start invoicing for the Services that are recurring as each site is readied, but the term of the SWO shall not commence until the first day of the month immediately following the date the last site is readied for the Services.

**4. Customer Responsibilities.**

- a. Before Provider begins performing the Services, Customer may be required to: (1) install and mount necessary hardware in racks and provide power and internet connection to equipment used in connection with the Services as listed in the SWO; (2) maintain power and, where required, a full-time, dedicated internet connection, allowing Provider to access such equipment and Customer's network for the purpose of monitoring and managing it; (3) allow Provider, or its authorized representative, reasonable and free access to Customer's network and facilities; (4) provide Provider administrator-level password access for such and any other equipment in the network, and (5) comply with all reasonable requests of Provider necessary for the performance of the Services hereunder. Customer shall, at its expense, perform all necessary checks and tests on the covered equipment. Customer shall not be required to furnish specialized equipment or know-how. Customer agrees to pay Provider, at Provider's then-current rates, plus any reasonable actual out-of-pocket expenses, for any rework or additional work resulting from modification of the Services requested by Customer (and accepted by Provider) or any act or omission of Customer, including providing inaccurate information to Provider. Provider shall seek Customer's approval in advance of incurring such costs if it knows costs will be incurred as a result of such act or omission of Customer. Customer is responsible for obtaining all approvals required by any third parties in order for Provider to perform any of the Services. Provider shall not be in default of this Agreement to the extent it cannot perform the Services either because such approvals have not been obtained or any third party otherwise prevents Provider from performing the Services.
- b. Customer is responsible for the design, architecture, structure, hardware, software and other components of its networks and information systems with respect to which Provider is providing Services, including without limitation all application software and all data security and privacy. Provider's responsibilities are strictly limited to the provision in a professional and workmanlike manner of those Services specifically designated in one or more SWOs, consistent with the scope of service and performance standards set forth therein. Customer understands that Provider has no control over the Internet or other private or public telecommunication channels, and Provider is not responsible for any interruption or lack of availability of the Internet or any other private or public telecommunication channels.
- c. Customer shall be solely responsible for providing all production support, adaptive maintenance, and software development for Customer's data and application systems. Customer shall provide, install, repair, and maintain, at its sole expense, all Customer provided hardware, software and personal property that may be needed for the Services. Additional or replacement Customer provided hardware, software, and personal property, including upgrades, will be added by Customer, at Customer's sole expense, as necessary to permit Provider to perform the Services in accordance with the performance standards set forth in the applicable SWO. In the event Customer upgrades or adds to the computing environment, or Customer's processing requirements, workload or utilization of the system require any such change, upgrade or supplement, the fees shall be equitably adjusted by Provider to reflect any additional fees and expenses relating to any such change, upgrade or supplement. Any changes will be agreed to by both parties and executed via a change order.
- d. Customer shall: (i) provide a suitable environment for the operation of any Provider provided hardware, software, or personal property (collectively, "**the Solution**") at a Customer location and take all reasonable precautions to protect the Solution and provide physical support for Provider for the maintenance of the Solution; (ii) not alter the Solution; and (iii) pay for any repairs to or replacements of the Solution caused by Customer's misuse, negligence or violation of this Agreement. Customer shall be responsible for, agrees to procure insurance coverage on, and hereby assumes the entire risk and liability with respect to the Solution being lost, damaged, destroyed, and stolen as of the date such Solution arrives at the Customer's location. Such insurance coverage shall: (a) be issued by insurers with a "General Policyholders Rating" of at least A-, VIII, as set forth in "Best's Insurance Guide,;" (b) include coverage of personal property specifically insuring such Solution for its full replacement cost, without consideration for depreciation; (c) include broad form "All Risks" of physical damage coverage; (d) list Provider (and, upon written request, any Assignee, as defined hereunder) as loss payee under the personal property insurance policy; and (e) list Provider (and, upon written request, any Assignee) as an additional insured under a commercial general liability policy with limits no less than \$1,000,000 per occurrence. Upon reasonable advance notice to Customer, Provider shall have reasonable access to Customer's facilities for the purpose of allowing a Provider representative to maintain the Solution; provided, that a representative of Customer may accompany Provider's representative and be present during the performance of any such maintenance. Upon the expiration or termination of this Agreement or an SWO, as applicable, and upon reasonable advance notice to Customer, Provider shall be permitted to enter Customer's facilities and remove any Solution.
- e. Either Provider or Customer may initiate an upgrade or reconfiguration of system components, hardware or software, consistent with the terms and requirements of an SWO; provided that Provider shall not be responsible for any failures or delays that are caused by any activity of Customer. Should Provider advise Customer that

additional computing resources are needed and Customer determines that additional computing resources are not needed, Customer will not hold Provider responsible for any service level agreement ("SLA") or associated penalty resulting from a missed SLA that might directly or indirectly be the result of not adding additional resources to the computing environment, its financial penalty, or grounds for breach as defined herein. Customer shall provide all reasonable and necessary cooperation in the implementation of any upgrade or reconfiguration initiated by Provider. Customer shall be solely responsible for payment of any cost resulting from upgrades; the cost of the upgrade or reconfiguration shall be agreed upon prior to being implemented.

**5. Exclusions.** The Services do not include: (1) repair or replacement of any hardware or software (unless specifically stated in a SWO), electrical work, or repair of damage resulting from operator error, accident, vandalism, electrical or environmental issues, or maintenance provided by a party other than Provider or its authorized representatives; nor (2) support due to configuration changes made by Customer or any party other than Provider or its authorized representatives. Except as expressly stated in an SWO, Provider is not selling, licensing, or otherwise providing to Customer any software, hardware, third party maintenance or other products or property under this Agreement. Provider may use, in the provision of Services to Customer, one or more items of hardware, software, third party maintenance or other personal property, all of which shall be owned exclusively by, and remain under the exclusive control of, Provider, even if such hardware, software or other personal property is located on Customer premises or integrated with Customer or third party property during the term of this Agreement. Customer may not use any hardware, software, or personal property provided by Provider under this Agreement for any purpose other than the performance of Services under this Agreement.

**6. Confidential Information.** Each party acknowledges that certain information that it shall acquire from the other party is of a special and unique character and shall, provided such materials are clearly marked as such, constitute "Confidential Information." Each party agrees: (a) to exercise the same degree of care and protection with respect to the other party's Confidential Information that it exercises with respect to its own Confidential Information, but in no event less than reasonable care; and (b) not to directly or indirectly disclose, copy, distribute, republish or allow any third party to have access to any Confidential Information of the other party. Notwithstanding the above: (a) Provider may disclose Customer's Confidential Information to Provider's Affiliates, employees, subcontractors and authorized representatives who have a need to know; (b) Customer may disclose Provider's Confidential Information to its employees, subcontractors and authorized representatives who have a need to know; (c) either party may disclose Confidential Information if so required by law (including court order or subpoena), provided that the owner of the Confidential Information may: (i) seek to have the appropriate court or governmental body seal the record that shall contain such Confidential Information; and (ii) assume responsibility for responding to and defending such requests for disclosure; and (d) Provider may use its knowledge management platform, currently Microsoft SharePoint, for the collaboration, communication, storage and exchange of Customer's Confidential Information only to the extent necessary to perform its responsibilities under the applicable SWO. Unless otherwise authorized, upon the earlier of termination of this Agreement or request of the disclosing party, the receiving party shall promptly destroy or return to the other party that other party's Confidential Information. In addition, neither party hereto shall be liable for the reproduction, disclosure or use of any Confidential Information if such information is: (a) publicly available or later becomes available other than through a breach of this Agreement; (b) known to Provider, Customer or their respective employees, agents or representatives prior to such disclosure or is independently developed by Provider, Customer or their respective employees, agents or representatives subsequent to such disclosure; or (c) subsequently lawfully obtained by Provider, Customer or their respective employees, agents or representatives from a third party without obligations of confidentiality. Notwithstanding anything contained herein to the contrary, neither party shall, without the prior written consent of the other party, disclose to a third party the terms of this Agreement or any SWO, including the nature of the Services to be performed by Provider and the fees charged for such Services. The parties shall, upon learning of: (a) any unauthorized disclosure or use of the other party's Confidential Information; or (b) any requirement that a party disclose the other party's Confidential Information by operation of law, regulation or other legal process, notify such party promptly and in writing, and cooperate fully with such other party to protect such party's Confidential Information.

**7. Warranties.** Provider warrants that the Services will be performed in a professional and workman-like manner. Provider does not warrant or guarantee in any form the results or achievements of the Service it provides except as otherwise specifically stated in an SWO. EXCEPT FOR THE EXPRESS WARRANTIES STATED HEREIN, PROVIDER DISCLAIMS ALL WARRANTIES, INCLUDING ALL IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND THE STATED EXPRESS WARRANTIES ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON THE PART

OF PROVIDER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES, ORAL STATEMENTS OR STATEMENTS CONTAINED IN GENERAL ADVERTISING PAMPHLETS OR OTHER PRINTED MATERIAL DO NOT CONSTITUTE WARRANTIES, AND CUSTOMER AGREES THAT IT IS NOT ENTERING INTO THIS AGREEMENT IN RELIANCE UPON ANY SUCH STATEMENTS.

**8. Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR ANY OTHER NON-DIRECT DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR FUTURE REVENUES, COST OF CAPITAL, LOSS OF BUSINESS REPUTATION OR OPPORTUNITY OR ANY CLAIM OR DEMAND AGAINST THE OTHER PARTY BY ANY THIRD PARTY, HOWEVER CAUSED, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF SAID PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL PROVIDER BE LIABLE FOR LOSS, CORRUPTION OF, OR DAMAGE TO DATA. PROVIDER'S TOTAL LIABILITY TO CUSTOMER FOR ANY CAUSE WHATSOEVER ARISING OUT OF OR CONNECTED WITH A SWO IS LIMITED TO THE AMOUNT PAID OR PAYABLE TO PROVIDER FOR THE SERVICES DURING THE SIX (6) MONTHS PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY, REGARDLESS OF THE FORM OF ACTION OR WHETHER SUCH ACTION IS BASED ON CONTRACT LAW, TORT LAW (INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), OR OTHER LEGAL THEORY.

Customer acknowledges that there is no such thing as a totally secure, impenetrable network, and, further, that the Services are limited to providing a reasonable level of proactive protection and ongoing security monitoring and reporting. PROVIDER WILL IN NO WAY BE HELD RESPONSIBLE OR LIABLE FOR DAMAGES, MONETARY OR OTHERWISE, BY CUSTOMER, OR ANY OTHER AFFECTED PARTY, IN THE EVENT OF SECURITY BREACHES OR NETWORK SECURITY-RELATED OUTAGES, DAMAGES, OR LOSSES AND PROVIDER EXPRESSLY DISCLAIMS ANY REPRESENTATIONS AND WARRANTIES WITH REGARD TO THE PROVISION OF ANY SERVICES RELATING TO SYSTEMS OR DATA SECURITY OR PRIVACY.

Provider is not responsible and has no obligation to Customer or any third party under this Agreement for any claims based on any manufacture, use, sale, offer for sale, reproduction, distribution, derivation, display, performance, modification, or other activity with respect to any hardware, software or other personal property (whether tangible or intangible) obtained, owned, possessed, licensed, or used by Customer, including but not limited to any hardware, software, or other personal property of Customer or any third party with respect to which Provider provides Services under this Agreement, or which is relied on, used, or integrated into operations by Provider in the performance of Services. If a third party brings or threatens a claim against Provider based on any contention that any hardware, software or other personal property of Customer or any other third party infringes on or misappropriates that third party's patent, copyright, trade secret, trademark or other proprietary right, excluding any claims based on and solely to the extent of Provider's unauthorized use or misuse of such hardware, software or other personal property, Customer will indemnify and defend Provider and its officers, directors, employees, and representatives from and against that claim at Customer's expense and pay all costs, damages, and attorney fees incurred by Provider in connection with such claim, provided that Provider (i) promptly notifies Customer in writing of the claim; and (ii) allows Customer to control, with Provider's reasonable cooperation, the defense of such claim and any related settlement negotiations; provided further that any failure or delay by Provider in providing such notice shall not relieve Customer from its obligation to indemnify under this Agreement except to the extent such failure or delay actually and materially causes prejudice to Customer. Customer shall not settle any such claim in a manner that would result in an admission of liability or a payment obligation on the part of Provider without the prior express written permission of Provider.

**9. Non-solicitation.** During the term of this Agreement and for a period of one (1) year following termination hereof, each party hereby agrees that neither such party nor any of its Affiliates will, directly or indirectly, solicit to employ or employ any of the current employees or independent contractors of the other party and its Affiliates (or subcontractors or independent contractors) who are involved in the performance of Services under this Agreement, without obtaining the prior written consent of the other party. Notwithstanding the foregoing, solicitation of a party's current employees, subcontractors or independent contractors who are not involved in the performance of Services under this Agreement by means of a general media solicitation or trade publication or advertisement shall not constitute a breach of this provision. This provision will survive the expiration or termination of this Agreement.

**10. Termination for Bankruptcy or Non-Payment.** In the event that Customer fails to pay any amount when due

after five (5) business days' written notice from Provider for protection under bankruptcy laws, makes an assignment for the benefit of creditors, appoints or suffers appointment of a receiver or trustee over its property, files a petition under any bankruptcy or insolvency act or has any such petition filed against it which is not discharged within thirty (30) days of the filing thereof, then Provider may terminate this Agreement and any SWOs hereunder effective immediately upon written notice to Customer.

**11. Effect of Termination and Expiration.**

- a. Upon termination pursuant to this Section, all rights and obligations of the parties under the SWO will immediately terminate, except as otherwise set forth in this Agreement.
- b. No termination under this Section will waive, release or otherwise affect any payment obligations incurred by either party in accordance with the terms of this Agreement prior to such termination, except insofar as such payment obligations are reduced by the terms of any applicable Service Level Agreement between the parties.
- c. Upon termination of an SWO in accordance with this Section, Customer shall pay a termination fee for the remaining (terminated) period thereof. Termination fees are calculated for each remaining month of the SWO, and also includes any equipment costs and software services, rents and license fees for facilities, connectivity services, infrastructure and backup services, application hosting services, and any miscellaneous third party services which may apply to the terminated SWO. Specific fees may be stated in the SWO.
- d. Upon any expiration or early termination of an SWO, Customer will return to Provider and relinquish all use of any equipment, software, IP addresses or address blocks and any other property assigned to Customer by Provider in connection with the Services.
- e. Upon any expiration or early termination of this Agreement, Provider will work cooperatively with Customer, at the Customer's expense, to transfer Customer control over any domain names owned by Customer.

**12. Dispute Resolution.** With the exception of disputes involving breach of confidentiality, infringement of a party's intellectual property, or other types of potential irreparable harm for which injunctive relief through the courts is sought by either party, all disputes arising under the terms of this Agreement or the grounds for termination thereof shall be resolved as follows:

- a. The senior management of both parties shall meet to attempt to resolve such dispute.
- b. If senior management cannot resolve the dispute, either party may make a written demand for formal dispute resolution and specify therein the scope of the dispute.

For any action arising out of or relating to this Agreement, EACH PARTY WAIVES ALL RIGHTS TO A TRIAL BY JURY. Customer agrees to pay any of Provider's legal expenses incurred by Provider in the enforcement of defenses of this Agreement.

**13. Notices.** All notices required herein shall be given in writing and shall be delivered in person, by courier, or mailed with first class postage prepaid, to the address as indicated above. In regards to Provider, such notice shall be sent to the attention of its Contracts Department.

**14. Entire Agreement / Governing Law.** This Agreement, including each SWO executed hereunder shall constitute the entire agreement between the parties respecting the subject matter hereof and supersedes all prior proposals, agreements, negotiations, representations, writings and all other communications, whether written or oral, between the parties. This Agreement shall be governed, enforced, and construed in accordance with the laws of the State of Texas, as may be appropriate for subject matter jurisdiction. No cause of action may be asserted against either party that accrued more than 1 year prior to the time the facts giving rise to the cause of action are discovered or should have been discovered.

**15. Assignment.** Neither party may assign this Agreement or an SWO without the prior written consent of the other party except that either party may assign this Agreement to a successor entity due to a merger, consolidation, or sale of its stock or substantially all of its assets so long as the successor entity is no less creditworthy than the assignor. The changing party must notify the other party within a reasonable time prior to the change being effective of the successor's legal, financial, and operations contacts. Neither party shall unreasonably withhold consent should the other party desire to assign or delegate its rights and obligations under this Agreement or SWO to one or more of its Affiliates or to a successor entity as part of a merger, sale or consolidation involving transfer of all or substantially all of such party's stock or assets upon notice to the other party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Notwithstanding this Section 15, Provider may (a) assign this Agreement and any SWO, including rights to payments, to an Affiliate of Provider;

and (b) assign any SWO and its rights thereunder without notice to an assignee ("Assignee"). Notwithstanding anything to the contrary in this Agreement, Customer agrees that the right of any Assignee to receive the fees or other amounts payable under the applicable SWO shall not be subject to any defense, counterclaim or offset. Customer shall abide by any such assignment and make payment as directed, and agrees to acknowledge such assignment to Assignee upon written request.

**16. No Waiver of Performance.** Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement or SWO will not be construed as a waiver of any subsequent breach. No modification or waiver of any provision of this Agreement shall be effective unless made in writing signed by an authorized representative of the party whom enforcement is sought.

**17. Electronic Signature.** For the purpose of executing this Agreement and an SWO, the parties agree that .pdf signatures sent via email shall serve as original signatures; provided that, as soon as practicable thereafter, the parties shall cause the exchange of counter-signed originals.

**18. Force Majeure.** Each party shall be excused from performance under this Agreement and an SWO and shall have no liability to the other party for any period it is prevented from performing any of its obligations, in whole or in part, as a result of delays caused by the other party or by an act of God, war, civil disturbance, court order, third party performance or nonperformance, strikes, work stoppages or other cause beyond its reasonable control, and such nonperformance shall not be a default under, or grounds for termination of, this Agreement. Notwithstanding the foregoing, if any of the foregoing circumstances prevent, hinder or delay performance of either party's obligations hereunder for more than thirty (30) calendar days, the party not prevented from performing may, at its option, terminate this Agreement and an SWO without liability or penalty as of a date specified by such party in a written notice of termination to the other party.

**19. Proprietary Materials.**

- a. Each party is and shall remain the owner of all right, title and interest in and to such party's proprietary materials, and all copies thereof, and in and to all of the related trade secrets, copyrights, patents and all other proprietary rights. Neither party shall obtain any right or license in and to the other party's proprietary materials.
- b. All materials or reports, expressed in a tangible medium, uniquely and specifically designed or developed by Provider for Customer under an SWO and identified on the applicable SWO as a "Deliverable" (the "Deliverables") shall be deemed to be "work made for hire" belonging exclusively to Customer. Provider agrees that all rights, title and interests of Customer in and to the Deliverables shall be and are assigned to Customer as its sole and exclusive property. To the extent that Provider utilizes any of its pre-existing intellectual property in connection with the performance of Services hereunder, such pre-existing intellectual property shall remain the property of Provider; provided, however, that to the extent Provider incorporates into the Deliverables any of its pre-existing intellectual property designed or developed by Provider (or a third-party), Provider hereby grants to Customer a non-exclusive, royalty free, fully paid, perpetual, irrevocable license, without right to sublicense, to utilize its pre-existing intellectual property for internal business purposes only.
- c. Customer retains ownership of all licenses of software and all hardware deployed at Customer site that Customer has directly purchased. Provider retains ownership of all licenses of software and all hardware deployed at Customer site that is inherent in providing services under this Agreement.

**20. Migration and Transfer Assistance.**

- a. In the event migration services are required in order for Provider to provide the Services under a particular SWO, Provider will plan and manage the migration of Customer's then current data processing capabilities to the target environment in accordance with the scope of the applicable SWO. Customer will pay for the migration services and any associated fees as detailed in the SWO. Customer shall cooperate with Provider in accomplishing all aspects of the migration, including the commitment of the resources necessary to complete the migration during and in defining the rules for and assisting in the performance of all aspects of the migration.
- b. In the event that any SWO is terminated, regardless of the reason for such termination, or upon the expiration of any SWO, Provider will reasonably cooperate in good faith and at Customer's expense, with Customer to assist with the orderly transition of the Services provided by Provider under such SWO to another service provider or to Customer. At Customer's request, Provider shall, for up to one (1) month following expiration or termination of the SWO, provide available staff and resources to actively and reasonably assist Customer in the transition process, at an hourly fee (plus expenses) to be agreed upon by the parties.

**21. Miscellaneous.**

In the event that any SWO is determined to be a security agreement, Customer hereby (i) grants to Provider a security interest in the Solution subject thereto to secure the payment and performance of Customer's obligations thereunder; and (ii) authorizes Provider to cause the SWO, or any statement or other instrument relating to the SWO showing the interest of Customer in the Solution, including Uniform Commercial Code financing statements, to be filed or recorded and re-filed or re-recorded, and Customer grants Provider the right to execute Customer's name to any such statement or instrument. In the event any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such terms shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect. Section and Article headings are for reference purposes only and shall not affect the interpretation or meaning of this Agreement. Any obligations and duties that by their nature extend beyond the expiration or earlier termination of this Agreement shall survive expiration or termination of this Agreement and the completion of performance and termination of any Services.

**IN WITNESS WHEREOF**, each party has caused this Agreement to be executed below by its duly authorized representative effective the day and year first above written.

\_\_\_\_\_

**SIRIUS COMPUTER SOLUTIONS, INC.**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title/Date Signed

\_\_\_\_\_  
Title/Date Signed



## PURCHASE AUTHORIZATION

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Until Sirius receives and accepts a Purchase Order or this Purchase Authorization for the solution proposed, pricing provided in this Proposal is subject to change based on manufacturer's pricing schedule.

All of the information provided in this Proposal is considered confidential and proprietary between Sirius and State of Nebraska. Information enclosed in this Proposal may not be disclosed, disseminated, or otherwise revealed to any party outside of State of Nebraska or any party within State of Nebraska who is not privileged to receive such information.

Your contract number(s), currently on file, is/are as follows:

Agreement Type: Customer Agreement and Amendment 1

Agreement Number: 29875-CA

Customer acknowledges and agrees that the Passport Advantage ("PPA") Software Subscription and Support proposed hereunder may not be cancelled, returned, or refunded. This no-return policy applies whether the software subscription is new or a renewal.

This Proposal is subject to the terms and conditions of the above referenced Agreement(s). Acceptance of this Proposal by an authorized representative of State of Nebraska will be deemed the equivalent of a Client Purchase Order, which will authorize Sirius to order the Products and Services listed in this Proposal.

Customer acknowledges and agrees that the Passport Advantage ("PPA") Software Subscription and Support proposed hereunder may not be cancelled, returned, or refunded. This no-return policy applies whether the software subscription is new or a renewal.

The provision of the maintenance services contained on this proposal will be controlled by the terms and conditions of the applicable manufacturer and/or maintenance provider (hereinafter the "Provider"), and may be subject to auto-renewal if so provided in the applicable terms and conditions. Sirius does not guarantee any rights of termination during the term of the maintenance services contained on this proposal or any renewal term, and all refund calculations are determined solely by the applicable Provider. In the event any or all of these maintenance services are terminated in accordance with the terms and conditions of the applicable Provider, Sirius will (1) pass through to Customer all applicable credits paid to Sirius by the applicable Provider, net any related costs, or (2) hold such applicable credits on account for future purchases by Customer. If the maintenance services contained on this proposal cover multiple hardware or software components, any discounts provided in this proposal may vary between such components, and all pricing information is confidential and proprietary information of the applicable Provider.

If the attached Statement of Work is not signed by State of Nebraska within thirty (30) days of the date of the SOW, this shall constitute a rejection by State of Nebraska of Sirius' offer for services. Customer shall not be entitled to any refunds of the price paid hereunder in the event the Customer rejects Sirius' offer for the proposed services.





**Accepted by:**  
**State of Nebraska**

**Approved by:**  
**Sirius Computer Solutions, Inc.**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

Ship to address:

Bill to address:

\_\_\_\_\_  
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## PURCHASE AUTHORIZATION

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Until Sirius receives and accepts a Purchase Order or this Purchase Authorization for the solution proposed, pricing provided in this Proposal is subject to change based on manufacturer's pricing schedule.

All of the information provided in this Proposal is considered confidential and proprietary between Sirius and State of Nebraska. Information enclosed in this Proposal may not be disclosed, disseminated, or otherwise revealed to any party outside of State of Nebraska or any party within State of Nebraska who is not privileged to receive such information.

Your contract number(s), currently on file, is/are as follows:

Agreement Type: Customer Agreement and Amendment 1

Agreement Number: 29875-CA

Customer acknowledges and agrees that the Passport Advantage ("PPA") Software Subscription and Support proposed hereunder may not be cancelled, returned, or refunded. This no-return policy applies whether the software subscription is new or a renewal.

This Proposal is subject to the terms and conditions of the above referenced Agreement(s). Acceptance of this Proposal by an authorized representative of State of Nebraska will be deemed the equivalent of a Client Purchase Order, which will authorize Sirius to order the Products and Services listed in this Proposal.

Customer acknowledges and agrees that the Passport Advantage ("PPA") Software Subscription and Support proposed hereunder may not be cancelled, returned, or refunded. This no-return policy applies whether the software subscription is new or a renewal.

The provision of the maintenance services contained on this proposal will be controlled by the terms and conditions of the applicable manufacturer and/or maintenance provider (hereinafter the "Provider"), and may be subject to auto-renewal if so provided in the applicable terms and conditions. Sirius does not guarantee any rights of termination during the term of the maintenance services contained on this proposal or any renewal term, and all refund calculations are determined solely by the applicable Provider. In the event any or all of these maintenance services are terminated in accordance with the terms and conditions of the applicable Provider, Sirius will (1) pass through to Customer all applicable credits paid to Sirius by the applicable Provider, net any related costs, or (2) hold such applicable credits on account for future purchases by Customer. If the maintenance services contained on this proposal cover multiple hardware or software components, any discounts provided in this proposal may vary between such components, and all pricing information is confidential and proprietary information of the applicable Provider.

If the attached Statement of Work is not signed by State of Nebraska within thirty (30) days of the date of the SOW, this shall constitute a rejection by State of Nebraska of Sirius' offer for services. Customer shall not be entitled to any refunds of the price paid hereunder in the event the Customer rejects Sirius' offer for the proposed services.



**Accepted by:**  
**State of Nebraska**

**Approved by:**  
**Sirius Computer Solutions, Inc.**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

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Title of Authorized Representative

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Title of Authorized Representative

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Date Signed

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Date Signed

Ship to address:

Bill to address:

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