STATE OF TEXAS

DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCT, SERVICES, AND RELATED SERVICES

Web-Hed Technologies, Inc.

1   Introduction

1.1   Parties

This contract for End-User IT Outsourcing (this "Contract") is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and WEB-HED TECHNOLOGIES, INC., a Texas for-profit corporation (hereinafter "Successful Respondent"), with its principal place of business at 1710 N. Main Ave., San Antonio, TX 78212.

1.2   Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-CPO-TMP-442, on 10/09/2020, for End-User IT Outsourcing (the "RFO"). Upon execution of all Contracts, a notice of award for DIR-CPO-TMP-442 shall be posted by DIR on the Electronic State Business Daily.

1.3   Order of Precedence

a) For transactions under this Contract, the order of precedence shall be as follows:
   i.   this Contract;
   ii.   Appendix A, Standard Terms and Conditions;
   iii.   Appendix B, HUB Subcontracting Plan;
   iv.   the SOW entered into between Successful Respondent and a Customer for such transaction, which may be in the form of Appendix C, SOW;
   v.   Appendix D, Master Operating Lease Agreement;
   vi.   Appendix E, Master Lease Agreement;
   vii.   Exhibit 1, RFO DIR-CPO-TMP-442, including all Addenda; and
   viii. Exhibit 2, Successful Respondent's Response to RFO DIR-CPO-TMP-442, including all Addenda.

b) Each of the foregoing documents is hereby incorporated by reference and together constitute the entire agreement between DIR and Successful Respondent governing transactions.

1.4   Definitions

Capitalized terms used but not defined herein have the meanings given to them in Appendix A, Standard Terms and Conditions.

2   Term of Contract

The initial term of this Contract shall be up to two (2) years commencing on the date of the last signature hereto (the "Initial Term"), with one (1) optional two-year renewal and one (1) optional one-year renewal (each, a "Renewal Term"). Prior to expiration of the Initial Term and each Renewal Term, this Contract will renew automatically under the same terms and conditions unless either party provides written notice to the other party at least sixty (60) days in advance of the renewal date stating that the party wishes to discuss amendment or non-renewal.

3   Option to Extend

Successful Respondent agrees that DIR may require continued performance under this Contract at the rates specified in this Contact following the expiration of the Initial Term or any Renewal Term. This option may be exercised more than once, but the total extension of performance hereunder shall not exceed ninety (90) calendar days. Such extension of services shall be subject to the requirements of this Contract, with the sole and limited exception that the term shall be extended pursuant to this provision. DIR may exercise this option upon thirty (30) calendar days written notice to Successful Respondent.

4   Service Offerings

This Contract is for services only. No hardware or software products may be sold under this Contract. Any products needed to deliver final services must be procured through another contract vehicle.

Services available under this Contract are limited to the End-User IT Outsourcing Services as specified in Table 1 below. At DIR's sole discretion, Successful Respondent may incorporate changes or make additions to its service offerings provided that any changes or additions must be within the scope of the RFO.

Table 1

Management Services	The management of customer owned equipment or vendor provided equipment.
Provisioning of Equipment	This category includes any information technology equipment that may be made commercially available within the current and future technology marketplace that addresses a business need of a Customer. Equipment includes, but is not limited to: desktops/workstations, notebooks/portables, mobility devices, end-user support servers, storage area networks, networking, software, and peripherals. Services shall include, but not be limited to: management of equipment procurement, equipment configuration management, and provisioning of equipment. Successful Respondent must be capable of provisioning equipment using standard configurations developed by Customer. Successful Respondent shall be responsible for bearing the cost of acquisition or lease costs that may be applicable in the procurement process and for IT equipment that may be required by a Customer.
Desktop Outsourcing Services	This category includes services related to desktop computers (or laptops acting in the role of desktops), desktop hosting servers, the underlying network infrastructure, the processes and the organization. Desktop support services include: • Deskside dispatch • Hardware break/fix • Installations, moves, adds and changes (IMAC) • Remote server • LAN/WAN (where applicable) • Shrink-wrapped software (dispatched efforts) • First-level application (dispatched efforts) • Enterprise-specific (where required) • IT asset inventory maintenance and process controls • Backup and recovery processes • Patch management • Output management • Hardware standards establishment • Service desk (often included)

Asset Tracking Services	Maintain a central asset management system to maintain tracking of Successful Respondent owned equipment to include, but not be limited to: physical location, user, software licenses, maintenance records, and end of Agreement term dates. Information should be updated as necessary to account for Installs/Moves/Adds/Changes (IMAC), maintenance, and deskside support. The system should also be used for tracking any services that are provided on Customer owned equipment that may be applicable to a Supplemental Agreement.
Support Services	**Services provided in the course of providing Management Services.**
Service Desk	Manage and supply a toll-free telephone number, email address, or web-based application for a Customer to report maintenance issues, trouble-tickets, and request other how-to assistance as necessary. Process must include a timely confirmation of receipt of all Customer reports and a resolution status of all service requests submitted. IT service desk is defined as the provision of internal end-user support for all IT services and includes: • Labor, facilities, systems, processes, management and connectivity for service desk support • First-level and second-level support • Problem categorization and logging • Problem tracking and escalation • Problem resolution • Remote access and resolution
On Site Support & Moves/Adds/Changes (MAC) Services	Provide day-to-day technical on-site support services, to include, but not be limited to: option of Successful Respondent staff residing at a Customer location, assisting with complex problem identification, resolving complex issues which cannot be resolved by assistance of the help desk, installation of emergency hardware/software fixes, troubleshooting, physical relocation of equipment, continuing equipment modifications or upgrades, installation/de-installation, packing/unpacking of equipment, and swaps/replacement of equipment. Successful Respondent shall be capable of providing the services described for volume-based projects that affect several end-users as may be necessary throughout the term of a Customer's Supplemental Agreement.
Remote Support Services	Manage and provide remote support to "take over" and support a piece of equipment from a centralized location by Successful Respondent personnel. Successful Respondent shall provide phone support to assist in resolution of problems from a location that is remote to the end-user Customer.

Standard and Ad Hoc Reporting and Documentation	Produce various types of reports via online or hard copy as may be required by a Customer. These may include, but not be limited to: number of problems/calls logged, number of dispatch calls, and resolution time frames. Successful Respondent shall allow a Customer's authorized end-user to have electronic access to view and query Successful Respondent's standard reports.
Break/Fix/Maintenance Services	Manage support services, including bearing any cost, for all equipment owned and provided by the Successful Respondent. This would include, but not be limited to: time and materials maintenance, troubleshooting, on-site support function, and upgrading of equipment as needed to provide any new technology features.
Unwind/End of Engagement Services	Manage the de-installation and packaging of Successful Respondent provided equipment, to include but not be limited to: providing a plan to manage the unwind of the services, and removal of hard drives to be left with a Customer for destruction
Technology Services	**Specific applications or technology centered processes.**
Mobility	This category defines mobility as the provision of internal end-user support for all mobile functionality. The mobile services include: • Labor, facilities, systems, processes, management and connectivity • Managing mobile devices, including bring your own device (BYOD) to securely work with the customer's network and base systems • Managing mobile device connectivity service • Problem categorization and logging • Problem tracking and escalation • Problem resolution
Hosted Virtual Desktop (HVD) Services	HVD service that can access applications from a centralized server, combined with a lower-cost desktop solution as the thin client.
Network Management Services	Manage and provide services for network related issues, to include, but not be limited to: connectivity troubleshooting, eliminating bottlenecks, and monitoring. For DIR eligible telecom Customers, telecommunications connectivity services will be achieved through the DIR consolidated telecommunications system, TEX-AN.
Software Services	Manage services for software to include, but not be limited to: software configuration management, patches, automated distribution, imaging creation, and imaging implementations
Security Services	Manage security services as applicable to the equipment as described within Item 1, Provisioning of Equipment, and, Procurement Services, that may be provided. To include, but not be limited to: firewalls, passwords, and data protection, equipment shipped in a default secure configuration, and option to keep a hard drive is required within the applicable equipment configuration. DIR reserves the right to promulgate standards in relation to security services and such standards will be discussed with Successful Respondents selected for negotiation.

5   Pricing

Pricing to the DIR Customer shall be as set forth in **Appendix C, Statement of Work**, and shall include the DIR Administrative Fee (as defined below).

6   DIR Administrative Fee

a) Successful Respondent shall pay an administrative fee to DIR based on the dollar value of all sales to Customers pursuant to this Contract (the "DIR Administrative Fee"). The amount of the DIR Administrative Fee shall be seventy-five hundredths of a percent (0.75%) of all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.

b) All prices quoted to Customers shall include the DIR Administrative Fee. DIR reserves the right to increase or decrease the DIR Administrative Fee during the term of this Contract, upon written notice to Successful Respondent without amending this Contract. Any increase or decrease in the DIR Administrative Fee shall be incorporated in the price to Customers.

7   Use of Order Fulfillers

7.1   Authorization to Use Order Fulfillers

Subject to the conditions in this Section 7, DIR agrees to permit Successful Respondent to utilize designated order fulfillers to provide products, services, and support resources to Customers under this Contract ("Order Fulfillers").

7.2   Designation of Order Fulfillers

a) Successful Respondent may designate Order Fulfillers to act as the distributors for products and services available under this Contract. In designating Order Fulfillers, Successful Respondent must be in compliance with the State's Policy on Utilization of Historically Underutilized Businesses. DIR and Successful Respondent will agree on the number of Order Fulfillers that are Historically Underutilized Businesses as defined by the CPA.

b) In addition to the required Subcontracting Plan, Successful Respondent shall provide DIR with the following Order Fulfiller information: Order Fulfiller name, Order Fulfiller business address, Order Fulfiller CPA Identification Number, Order Fulfiller contact person email address and phone number.

c) DIR reserves the right to require Successful Respondent to rescind any Order Fulfiller participation or request that Web-Hed Technologies, Inc. additional Order Fulfillers should DIR determine it is in the best interest of the State.

d) Successful Respondent shall be fully liable for its Order Fulfillers' performance under and compliance with the terms and conditions of this Contract. Successful Respondent

shall enter into contracts with Order Fulfillers and use terms and conditions that are consistent with the terms and conditions of this Contract.

e) Successful Respondent may qualify Order Fulfillers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Order Fulfillers based upon Successful Respondent's established, neutrally applied criteria, ii) the criteria is not based on a particular procurement, and iii) all Customers are supported under the criteria.

f) Successful Respondent shall not prohibit any Order Fulfiller from participating in other procurement opportunities offered through DIR.

7.3   Changes in Order Fulfiller

Successful Respondent may add or remove Order Fulfillers throughout the term of this Contract upon written authorization by DIR. Prior to adding or removing Order Fulfillers, Successful Respondent must make a good faith effort to revise its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. Successful Respondent shall provide DIR with its updated Subcontracting Plan and the Order Fulfillers information listed above.

7.4   Order Fulfiller Pricing to Customer

Order Fulfiller pricing to the Customer shall be in accordance with Section 5.

8   Notification

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

If sent to the State:

Hershel Becker or Successor in Office
Chief Procurement Officer
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700
Email: hershel.becker@dir.texas.gov

If sent to Successful Respondent:

Juanita I. Gonzalez
Web-Hed Technologies, Inc.
1710 N. Main Ave
San Antonio, TX 78212
Phone: (210) 354-1661
Email: contracts@webheadtech.com

9   Statement of Work

9.1   Services provided under this Contract shall be in accordance with the Statement of Work as set forth in Appendix C of this Contract. No changes to the Statement of Work terms and conditions may be made unless previously agreed to by Successful Respondent and Customer. Successful Respondent and Customer may agree to terms and conditions that do not diminish or lessen the rights or protections of the Customer or the responsibilities or liabilities of Successful Respondent.

9.2   Customers shall order services by executing a Statements of Work ("SOW"). The Sample SOW format and service level examples are shown in **Appendix C**. At a minimum, each SOW will describe the service levels. Successful Respondent may respond by demonstrating qualifications and experience for each engagement. From the responses provided to the SOW, the Customer will determine best value. Some services may be unavailable as service components, at the discretion of Successful Respondent.

10   Master Operating Lease Agreement

DIR and Successful Respondent hereby agree that Successful Respondent is authorized to utilize the Master Operating Lease Agreement in Appendix D of this Contract for Lessees that are Texas State Agencies or otherwise authorized to conduct lease transactions through DIR contracts.

11   Master Lease Agreement

DIR and Successful Respondent hereby agree that Successful Respondent is authorized to utilize the Master Lease Agreement in Appendix E of this Contract for DIR authorized entities as Lessees that are not Texas State Agencies or otherwise required by statute to utilize the Texas Public Finance Authority for such leasing transactions. Texas State Agencies that have the requisite capital authority and who are not required to utilize such authority via the Texas Public Finance Authority may or may not be eligible to utilize the Master Lease Agreement; each such agency must confer with its own counsel to make this determination.

12   Conflicting or Additional Terms

a)   The terms and conditions of this Contract shall supersede any additional conflicting or additional terms in any additional service agreements, statement of work, and any other provisions, terms, conditions, and license agreements, including those which may be affixed to or accompany software upon delivery (sometimes called shrink-wrap or click-wrap agreements), and any linked or supplemental documents, which may be proposed, issued, or accepted by Successful Respondent and Customer in addition to this Contract (such additional agreements, "Additional Agreements"), regardless of when such Additional Agreements are proposed, issued, or accepted by Customer. Notwithstanding the foregoing, it is Customer's responsibility to review any Additional Agreements to determine if Customer accepts such Additional Agreement. If Customer does not accept such Additional Agreement, Customer shall be responsible for negotiating any changes thereto.

b)   Any update or amendment to an Additional Agreement shall only apply to Purchase Orders for the associated product or service offering after the effective date of such update or amendment; provided that, if Successful Respondent has responded to a Customer's solicitation or request for pricing, any subsequent update or amendment to an Additional Agreement may only apply to a resulting Purchase Order if Successful Respondent directly informs such Customer of such update or amendment before the Purchase Order is executed.

c)   Successful Respondent shall not require any Additional Agreement that: i) diminishes the rights, benefits, or protections of Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of Customer; or ii) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

d)   If Successful Respondent attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to this Contract or the Purchase Order between Successful Respondent and Customer, and Successful Respondent will nonetheless be obligated to perform such Purchase Order without regard to the prohibited documents, unless Customer elects instead to terminate such Purchase Order, which in such case may be identified as a termination for cause against Successful Respondent.

13   Authorized Exceptions to Appendix A, Standard Terms and Conditions

No exceptions have been agreed to by DIR and Successful Respondent.

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

WEB-HED TECHNOLOGIES, INC.

Authorized By: Signature on File

Name: Juanita I. Gonzalez

Title: CEO & President

Date: 2/9/2022

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

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 2/11/2022

Office of General Counsel: M.G.

Date: 2/10/2022