STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

INX INC.

1. Introduction

A. Parties

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

B. Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Texas Building and Procurement Commission's Electronic State Business Daily, Request for Offer (RFO) DIR-SDD-TMP-064, on July 21, 2005, for Data Networking/Telephone System Equipment & Services. DIR acknowledges the merger of InterNetwork Experts with I-Sector Corporation, and the name of the contracting firm has been changed to INX Inc. Upon execution of this Contract, a notice of award for RFO DIR-SDD-TMP-064 shall be posted by DIR on the Electronic State Business Daily

C. Order of Precedence

This Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor's Historically Underutilized Businesses Subcontracting Plan; Appendix C, Product and Pricing Index; Exhibit 1, Vendor's Response to RFO DIR-SDD-TMP-064, including all addenda; and Exhibit 2, RFO DIR-SDD-TMP-064, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract

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

3. Product and Service Offerings

A. Products

Products available under this Contract are limited to Cisco brands. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above.

B. Services

Services available under this Contract are limited to Cisco SmartNet Service, Maintenance, Installation and Training. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. Pricing

A. Manufacturer's Suggested Retail Price (MSRP)

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

B. Customer Discount

The minimum Customer discount for all products and services will be the percentages off MSRP as specified in Appendix C Products and Pricing Index.

C. Customer Price

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

Customer Price = MSRP – Customer Discount

2) Customers purchasing products and services under this Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request. Vendor agrees it shall offer and make available this DIR Contract as first choice for all sales of Products and Services identified in Section 3. above to eligible Texas DIR Customers during its term.

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

D. DIR Administrative Fee

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

E. Shipping and Handling Fees

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

F. Tax-Exempt

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

G. Travel Expense Reimbursement

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

H. Changes to Prices

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

5. DIR Administrative Fee

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

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

C) For potential Erate business where Vendor has previously responded to a posted Form 470 competitive opportunity, any such posted Form 470 opportunity responded to by Vendor prior to the execution date of this Contract will not be subject to the terms of the Contract.

6. **Notification**

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

If sent to the State:
Sherri Parks, Service Delivery Division
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700
Facsimile: (512) 475-4759
Email: sherri.parks@dir.state.tx.us

If sent to the Vendor:
Brent Blaha
INX Inc.
7600 N. Capitol of Texas Highway
Building B, Suite 120
Austin, TX 78731
Phone: (512) 795-8811, Ext. 2009
Facsimile: (512) 794-8844
Email: brent.blaha@inxi.com

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

A. **Appendix A, Section 3. Definitions** is hereby amended to add subsections H. and I to read as follows:

H. Texas-based DIR Customer – any Texas state agency, unit of local government, or institution of higher education located in the State of Texas that purchases products under this Contract.

I. Non Texas-based DIR Customer – any state agency, unit of local government, or institution of higher education of another state located outside the State of Texas that purchases products under this Contract.

B. **Appendix A, Section 6. Contract Fulfillment and Promotion** is hereby amended to add subsection L to read as follows:

L. Cisco Special Trade-in Process

If any Products purchased pursuant to the Contract by a Texas-based DIR customer displace any Cisco equipment or Cisco competitor equipment, the Vendor must ensure that the Texas-based customer returns such displaced equipment pursuant to Cisco's Special Trade-in Process (STRP) at http://www.cisco-returns.com/strp/.

C. **Appendix A, Section 6. Contract Fulfillment and Promotion** is hereby amended to add subsection M to read as follows:

M. Erate Discount Bundles

Vendor shall promptly notify DIR when Cisco changes its Erate bundle discounts and to cooperate in executing an amendment to incorporate the then-current Erate Bundle discount.

D. **Appendix A** is hereby amended to add Section 13. Leasing Provision to read as follows:

13. Leasing Provision

The parties to this Contract may agree to provisions that allow leasing of Cisco brand products as identified in Section 3 Product and Service Offerings of the Contract in addition to purchase sales.

INX, Inc.	**The State of Texas, acting by and through the Department of Information Resources**
Authorized By: Signature on File	**Authorized By:** Signature on File
Name: Paul Klotz	**Name:** Brian S. Rawson
Title: Vice President	**Title:** Director of Service Delivery
Date: 5-4-06	**Date:** 5/10/06
	Legal: Signature on File