Customer Name: Texas Department of Information Resources  
Customer Address: 300 W. 15th Street, Suite 1300, Austin, TX 78701

This Order Form ("OF") dated 9/30/16 shall be governed by the terms of the STATE OF TEXAS DEPARTMENT OF INFORMATION RESOURCES CONTRACT (CONTRACT NUMBER DIR-SDD-2107) (the "Contract") between the State of Texas, acting by and through the Department of Information Resources and CIMA Solutions Group (CIMA).

1. SERVICES
   a. CIMA Solutions Group’s Obligations
      i. Scope of Services
         CIMA Solutions Group will provide the following Services to Customer:

         **Overview**
         DIR thru the Data Center Services (DCS) Program has already installed and configured the ILMT version 9.x infrastructure, and has completed the agent deployment and certification process. Cima Solutions Group will engage with designated DIR and DCS technical resources to complete the following activities related to software inventory and reporting.

         **Activities/Scope**
         The scope of the project includes:
         - Discussions with application and/or server owners in order to identify proper software classifications for all products as needed
         - Software confirmations, exclusions, and/or reclassifications in ILMT console
         - Generation of reports
         - License reconciliation efforts
         - Training and knowledge transfer for management of ILMT and reporting

         **Deliverables**
         The project will consist of the following deliverables:

         | Deliverable                              | Acceptance Criteria                                                                 |
         |------------------------------------------|--------------------------------------------------------------------------------------|
         | Reports                                  | Generation of required reports for Sub-Capacity licensing.                          |
         | Solution Knowledge Transfer              | Provide knowledge transfer to DIR and DCS teams to demonstrate running and analyzing software inventory reports, performing bundling and exclusions and generating reports. |

         **Out of Scope**
         - Installation and configuration of ILMT and their related components
         - Agent deployment
         - Final report generation and validation
         - Comprehensive Licensing Analysis – Includes the detailed research and analysis of license entitlements as represented from IBM purchase history. In most instances, this requires efforts to identify and collect the applicable IBM company contracts and associated purchase reports. Once identified, Cima Solutions Group Software Analysts provide a detailed analysis of the entitlements within those reports to identify what software has been purchased, how they were purchased, and how those products are packaged together for purposes of license reconciliation. The Cima Solutions Group Comprehensive Licensing Analysis services are available at an additional fee beyond the cost of the ILMT deployment configuration costs.
Project Milestones and Timeline

It is assumed that this engagement will begin in on or around October 21, 2016 and will take approximately sixty-five (65) hours to complete.

Project Team

Cima Solutions Group will perform the tasks and deliverables as described above (the "Activities/Scope") with one (1) Project Manager, and one (1) ILMT Solutions Architect. Cima Solutions Group and DIR will determine in writing when to introduce any new team member into the project and the time and materials rates shall be adjusted accordingly upon DIR written approval. A brief description of the roles follows:

Customer

<table>
<thead>
<tr>
<th>Role</th>
<th>Full/Part Time</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Sponsor</td>
<td>Part-time</td>
<td>The Project Sponsor ensures that all of the commitments made by both DIR and CIMA are satisfied. The tactical responsibilities for this role include ensuring the assignment of qualified DIR staff and timely support from SMEs, as well as resolution of escalated issues and decisions from the team.</td>
</tr>
<tr>
<td>Single Point of Contact</td>
<td>Part-time</td>
<td>The Single Point of Contact allows CIMA to coordinate consistently and conveniently with any and all DIR personnel during the engagement.</td>
</tr>
<tr>
<td>Other Subject Matter Experts</td>
<td>Part-time</td>
<td>The Other Subject Matter Experts role is satisfied by a number of experts within DIR and DCS teams on an as-needed basis. The Other SMEs can provide insight into existing technical infrastructure, standards, and dependencies with other ongoing projects, etc.</td>
</tr>
</tbody>
</table>

Cima Solutions Group

<table>
<thead>
<tr>
<th>Role</th>
<th>Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>The Project Manager is an experienced project delivery expert with process leadership responsibilities for all phases of the engagement, including the ultimate authority for ensuring acceptance of all deliverables. The Project Manager is responsible for coordination of all resources on the project and will serve as the main point of contact for this project. This role supports the weekly project status reporting and plan management requirements. As part of these responsibilities, the Project Manager will manage the risk, issue, and change logs.</td>
</tr>
<tr>
<td>ILMT Solution Architect</td>
<td>The ILMT Solution Architect is a technical role that completes the ILMT configuration activities as outlined in the activities/services section of this SOW.</td>
</tr>
</tbody>
</table>

Assumptions

1. DIR will assign resources to support the client’s Team Roles and Responsibilities as defined in the SOW.
2. DIR will ensure appropriate access to servers and database environments as required in order to complete the proposed services.
3. DIR will provide access to infrastructure managers to answer questions during the engagement.
4. DIR will commit to the schedule once determined during the initiation of the project and will fulfill their responsibilities, satisfy decision-making deadlines, and meet review and acceptance due dates.
5. DIR will not withhold acceptance acknowledgement signoffs unreasonably.
6. CIMA is not liable for product defects exposed during the engagement. Delays introduced to the schedule as a result of defective products, including waiting for vendor patches to reported defects, will be DIR’s responsibility to absorb.
7. DIR will make trade-off decisions if presented with cases of conflicting requirements and/or product capabilities.
8. There are no implied deliverables.
9. CIMA team will have access to key stakeholders and SMEs for working sessions, interviews, and meetings to gather and share pertinent engagement and project information.
10. DIR will have 2 business days after receiving a deliverable or change request to provide written acceptance, modifications, or rejection, with detailed explanation. In the event that DIR does not provide such a written response within such period of time, DIR will notify CIMA that additional time is required for review and acceptance of deliverable or change request.
11. There shall be a single point of contact for sign-off from DIR to be agreed upon in advance.
12. Delays caused by factors outside of the control of CIMA shall be managed through the defined Change Control Process and may result in expanded timelines and/or cost. Cost cannot be increased without DIR’s prior written approval. Potential causes of delays may include: Scope Changes, Change Requests, Client-related delays on dependencies such as providing required access to the systems and/or their supporting infrastructure, providing access to the required SME’s, etc.
13. CIMA is not responsible for delays caused by DIR resource constraints.
14. DIR is required to gather entitlement information or provide CIMA authorization to the appropriate IBM Passport Advantage site(s) if the review is required of PVU Audit Reports to entitlement information.
15. DIR will provide root/administrator access to the ILMT server and the hosts where ILMT agents are deployed. In lieu of direct access, DIR will provide a staff member to work with CIMA in the installation activities.
16. DIR will also provide CIMA connectivity or a customer desktop device for the installation process.
17. The server hardware will be available prior to CIMA arrival for the ILMT engagement.
18. DIR is responsible for the identification of, interpretation of, and compliance with any applicable laws, regulations, and status that affects its applications and business.
19. DIR is solely responsible for the actual content of any data file, selection, and implementation of controls on its access, use, and security of the stored data.
20. A project sponsor/manager from customer will be assigned to the project on a part-time basis to assist with issue resolution. Cima Solutions Group will be responsible for day-to-day project management.
21. Cima Solutions Group will have full project coordination and delivery responsibility for the implementation effort detailed in this proposal.
22. Customer will provide the hardware (including servers and network) and properly licensed software needed to construct the new infrastructure.
23. There will be a weekly status review meeting with the project team to determine current accomplishments with the plan and to identify any issues that need immediate resolution. For critical issues, a response is required within one business day. For other issues, a response is required within two business days.
24. This estimate does not include time needed from Customer for review and development.
25. Maintenance and support beyond what is explicitly identified within this response will be proposed separately.
26. Presence of custom security settings locking down the server environment (e.g. group policies, proxy configurations, hardware and software firewall settings etc.) might result in extending the delivery timeline and additional costs.
27. Future additional requirements and deliverables will be handled by Customer working with Cima Solutions Group’s assigned Project Manager through a Change Control Process.

Costs, Terms, and Conditions

Cima Solutions Group is providing DIR with a time and materials for this engagement. The engagement is based on our included project approach and assumptions. Expenses are in addition to these amounts and are explained later in this section. A breakdown of hours, rates, and cost by resource is provided below.

Resources and Costs ILMT Deployment Costs

<table>
<thead>
<tr>
<th>Project Roles – Implementation</th>
<th>Hours</th>
<th>Rate</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>15</td>
<td>$230</td>
<td>$3,450</td>
</tr>
<tr>
<td>Software Analyst</td>
<td>50</td>
<td>$230</td>
<td>$11,500</td>
</tr>
<tr>
<td><strong>Resource Total:</strong></td>
<td><strong>65</strong></td>
<td></td>
<td><strong>$14,950</strong></td>
</tr>
</tbody>
</table>

Expenses

Cima Solutions Group does not anticipate that travel will be necessary for this engagement. However, if expenses are incurred, Cima Solutions Group shall be reimbursed in accordance with Section 2.a Rates and Payments below. In addition in accordance with Section E. Shipping and Handling Fee of the Contract DIR-SDD-2107 the price to the Customer under this OF shall include all shipping and handling fees.

2. RATES AND PAYMENTS

a. Travel, Meals, and Lodging

Reimbursement Rates for technical services do not include travel, meals and lodging. Travel, meals and lodging reimbursements shall be in accordance with Section 4.G of the DIR Contract No. DIR-SDD-2107.

b. Payment Type.

The Services specified above are provided on an hourly basis. CIMA Solutions Group acknowledges that Customer is an entity exempt from the imposition and collection of Texas sales taxes under Section 151.309 Texas Tax Code. Payment shall be in accordance with Section 7.C of Appendix A of the DIR Contract Number DIR-SDD-2107.

c. Purchase Order

The purchase order will reference DIR CONTRACT NUMBER DIR-SDD-2107.
d. Purchase Order Number

Purchase order number. _______________ has been provided to CIMA Solutions Group as of execution date of this Order Form.

e. Invoicing

Invoicing shall be in accordance with Section 7.B of Appendix A of the DIR Contract No. DIR-SDD-2107.

Customer Billing Accounts Payable Contact/Mail Invoices

To: Texas Department of Information Resources
Name: Karen Rhodes
Address: 300 W. 15th Street, Suite 1300, Austin, TX 78701
Telephone: 512.463.3449
Fax:
E-mail: karen.rhodes@dir.texas.gov
3. PROJECT INFORMATION

a. Cima Solutions Group Project Manager/Contact Information
   Name: Mark Venator
   Address: 118 Lynn Ave #300, Lewisville, TX 75057
   Telephone: 469-544-5820
   E-mail: mvenator@cimasg.com

b. Customer Project Manager/Contact Information
   Name: Tere Shade
   Address: 300 W. 15th Street, Suite 1300, Austin, TX 78701
   Telephone: (512) 463-4110
   Fax: 
   E-mail: Terese.shade@dir.texas.gov

c. CIMA Solutions Group Contract Manager/Contact Information
   Name: John Alday
   Address: 118 Lynn Avenue, Suite 300 Lewisville, TX 75057
   Telephone: (972) 499-826
   Fax: (866) 259-0320
   E-mail: jalday@cimasg.com

Department of Information Resources
Sally Ward
Data Center Services Director,
Cima Solutions Group

By: __Signature on file___
Name (Print): __Sally Ward__
Title: __Director, DCS_____
Effective Date: __10/25/16__
Legal review: KF 10/25/16

CIMA Solutions Group
John Alday CEO

By: ____Signature on file____
Name (Print): John Alday
Title: CEO