

GSA Contractor Teaming Arrangement (CTA)

WHEREAS, the U.S. Federal Government ("Government") is interested in promoting teaming arrangements between GSA MAS Schedule holders; and

WHEREAS, the GSA Schedule Contracting Officer has approved IBM to perform under its GSA Schedule Contract GS-35F-110DA, when a GSA delivery order referencing the aforementioned GSA Schedule contract is issued to another GSA Schedule Contract holder as the result of a teaming proposal; and

WHEREAS, IBM and Four Points Technology, LLC (Team Leader) desire to enter into a teaming arrangement solely to respond to **Department of Homeland Security** (Customer's) requirements for **SoftLayer Infrastructure as a Service**, as identified in Attachment A (IBM's responses to Volumes I, II and III), and to perform under our respective GSA Schedule contract terms and conditions; and

NOW, THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

TEAMING OBLIGATIONS

Responsibilities of the Parties

Team Leader will prepare and submit a team proposal (the "Proposal") to the Customer in response to the Customer's requirements. Each Team member must include an item from its GSA Schedule Contract to constitute a valid GSA Teaming Arrangement

As a result of a team proposal to the Customer, Team Leader shall seek to obtain a delivery order from the Government which will, among other things, include:

- A reference to IBM's GSA Schedule contract that contains the products/services the procuring Government agency desires to obtain; and
- a list of those products/services

If the Parties proposal is accepted by the Customer, upon receipt of a delivery order, the Team Leader will promptly issue a purchase order to IBM for contract fulfillment in accordance with IBM's proposal. The order shall reference the awarded contract number and this Teaming Arrangement. The presentation to IBM of a purchase order shall raise IBM's contractual obligations to the funding agency. IBM may request, a copy of the Government's delivery order for validation, for which the Team Leader will provide.

It is understood that IBM is solely responsible for delivering products and services available under the above IBM Schedule contract to the funding agency, unless otherwise identified herein. Specific products and services are identified in an attachment to this document. Team Leader shall serve the role of "prime" in billing and collecting payment from the Government.

Team Leader shall have the authority to negotiate directly with the Government relative to pricing of products covered by a team proposal, including products available through IBM's GSA Contract.

Team Leader's only obligation to IBM shall be to pay IBM for said products/services based upon the prices attached hereto. Such payment shall not be contingent upon the Government's payment to Team Leader for the team's delivery order.

The parties further agree that IBM and Team Leader will be solely responsible for their respective GSA Schedule performance obligations, including but not limited to delivery and warranty commitments, directly to the procuring agency, and that each party will resolve any disputes it has regarding their respective sales directly with the procuring agency, and without involving the other party. IBM may properly raise payment disputes for delivered products directly with Team Leader.

Payment Terms

Credit terms are subject to change at any time during the term of this Arrangement based on current payment practices and credit information.

Purchase or License of Machines, Programs or Services

Team Leader shall be responsible to invoice the Government for IBM products and services in accordance with IBM's Schedule contract terms and conditions. Payment for such products and services shall be made within thirty (30) days upon receipt of invoice. Should the Team Leader fail to make timely payment(s), a daily late payment charge shall apply commencing on the thirty-first day following receipt of invoice. IBM will use the prevailing rate under the Prompt Payment Act as the basis for calculating the daily late payment charge.

If Team Leader fails to pay all delinquent principal and late payment charges within sixty (60) days of the imposition of the late payment charges, IBM reserves the right to either require an irrevocable Letter of Credit acceptable to IBM, or withhold future products or services, in addition to any other rights or remedies provided for by law or under this Arrangement.

Revenue Reporting and Industrial Funding

It is agreed that the GSA Schedule reporting responsibilities for 72A Revenue Reports and payment of Industrial Funding Fee (IFF) shall be as follows:

Each of us shall individually report the revenue we realize under the delivery order. IBM will report revenue at the price/rates we charge Team Leader; Team Leader shall be responsible for revenue for its Schedule product/service sales.

Costs

Prior to the issuance of a Schedule delivery order to Team Leader (team lead) each party will perform its proposal preparation responsibilities for the aforementioned Government's requirements at no cost to the other.

Limitation of Liability

In no event will IBM or Team Leader be liable for special, incidental, or indirect damages or for any economic consequential damages (including lost profits or savings), even if informed of their possibility.

Termination This arrangement shall terminate upon the first of the following:

- The occasion of either party's inability to offer the itemized products/services to the Government on a Federal Supply Service Multiple Award Schedule;
- The parties mutually agree in writing to terminate this Teaming Arrangement;
- The Customer gives official notice that the RFP/RFQ and/or the Program has been canceled;

- The Customer officially awards the delivery order to another vendor/team and any bid protests have been completed;
- The Customer disapproves the inclusion of IBM in the team arrangement;
- Either party becomes insolvent or bankrupt, is placed into receivership, becomes the subject of proceedings under laws relating to bankruptcy, makes an assignment for the benefit of creditors, or admits in writing its inability to pay its debts as they become due;
- The U.S. Government suspends or debars either party.
- A material breach of this Teaming Arrangement
- Completion of the term, including options, of the Parties' Task Orders

Replacement of Team Leader/Members

The parties to this teaming arrangement understand and agree that the team must obtain the approval of the other Party and the Customer prior to replacing any team member after receipt of award. Events stated above in the section titled "Termination", may constitute reasons for replacing a team member.

Security

We agree that IBM is providing products and/or services pursuant to this arrangement solely for the purpose of meeting obligations to the Government under a Government delivery order.

Team Leader agrees that it will not create, assume or voluntarily suffer to exist any mortgage, pledge, encumbrance, security interest, lien or charge of any kind upon the Equipment.

Any failure by IBM to exercise any of the remedies listed above shall not be deemed a waiver of those rights nor a condonation of default. In addition to those listed above, IBM may pursue any other remedy available at law or equity, none of which is exclusive of the other.

GENERAL

Order or Contract Reproduction

Any reproduction of a resulting delivery order or Arrangement made by reliable means (for example, photocopy or facsimile) is considered an original and all Products and/or Services ordered under these documents are subject to it.

Electronic Communication

Each of us may communicate with the other by electronic means and such communication is acceptable as a signed writing. An identification code (USERID) contained in an electronic document is sufficient to verify the sender's identity and the document's authenticity.

Legal Relationship

Nothing in this Arrangement including, but not limited to references to the parties acting as "team leaders" or collectively as a "team" shall create a joint venture, partnership or other formal business organization of any kind. The parties shall remain independent contractors throughout the performance of all obligations herein.

Nothing in this Arrangement shall be construed to give one party the authority to bind the other party except as expressly provided for herein.

Confidential Information

To the extent that confidential information is exchanged between the parties in fulfillment of the obligations hereunder such exchange shall be pursuant to the IBM Agreement for Exchange of Confidential Information (AECI) attached hereto.

Publicity

Any news releases, public announcements or publicity of any type with regard to this Arrangement and the participation of the parties on the team prepared by or on behalf of one party shall not be released without prior approval of the other.

Freedom to Market

It is understood that this Arrangement shall preclude neither party, its affiliates and/or subsidiaries from its normal marketing efforts in connection with the sale of its products and/or services, including sales efforts to organizations submitting proposals competitive to that contemplated by this Arrangement.

Assignments

Neither this Arrangement nor any interest herein nor any obligation hereunder may be assigned, in whole or in part, by either party without the prior written consent of the other party provided that such consent shall not be necessary for assignment to (i) a successor to such party by way of merger or acquisition of substantially all of the business assets of such party; or (ii) a wholly owned subsidiary of such party. Nevertheless, IBM may assign amounts due or to become due hereunder to a third party.

The assigning party shall remain liable and responsible to the other party hereto for the performance and observance of all obligations hereunder.

Applicable State Law

This Arrangement shall be governed by the laws of the State of New York.

Technical Documentation

IBM has prepared technical documentation for incorporation into our proposal. This documentation is provided as a service with the understanding that IBM's commitments are limited to the terms and conditions stated by IBM in this arrangement. In the event of a conflict, terms and conditions in this arrangement take precedence.

Entire Arrangement

Team Leader and IBM agree that this arrangement, together with Attachment A constitute the complete and exclusive arrangement concerning the subject matter of this Arrangement and replaces any prior oral or written communications between the parties. There are no conditions, understandings, arrangements, representations, or warranties, expressed or implied, which are not specified herein. This Arrangement may only be modified by a written document executed by the parties hereto.

Any terms and conditions contained in any order or other written, or oral, communication which vary from this arrangement, except for mutually agreed authorized written modifications to this arrangement, are null and void.

The parties agree that this arrangement is distinct and separate from any other arrangement(s) between us. Other arrangement(s) between us dealing with quantities of or discounts for products or services similar or identical to those in this arrangement shall be treated as separate and apart from this arrangement. The IBM products and services delivered hereunder shall not be counted for the purpose of determining volume sales under any other arrangement.

Agreed to:

IBM Corporation

Gwen L. Martinez for Austin Platz

By: Gwen L. Martinez
(Authorized Signature)

Austin Platz
Name (please print)

Sr. Contracts & Negotiations Manager
Title

August 31, 2016
Date

Four Points Technology, LLC

[Signature]
(Authorized Signature)

Joel Lipkin
Name (please print)

Chief Operating Officer
Title

August 31, 2016
Date

Attachment A

See IBM responses to Volumes I, II, and III provided to Team Leader on 8/26/2016.