

PARTICIPATING DEALER AGREEMENT

EC America GSA Schedule

Agreement Number PDA SOCCOURSOLUTIONS-091217
Effective Date: 09/20/2017

This **Participating Dealer Agreement** (including all addenda attached hereto or executed in connection herewith, this "Agreement") is made and entered into as of the date indicated by and between EC America, Inc. ("EC America"), a Virginia corporation and subsidiary of immixGroup, Inc., and Soccour, LLC ("Participating Dealer"), a Texas Limited Liability Company corporation, located at 2745 Dallas Parkway, Suite 450, Plano, TX 75093 (each a "Party" and collectively the "Parties").

Whereas, Participating Dealer is providing support and generating sales interest in various products and product enabling services (collectively the "Products") listed on EC America's GSA MAS Schedule Contract Number GS-35F-0511T ("Contract") to government customers;

Whereas, the Products are maintained by EC America under various manufacturer supported channel programs (collectively, "Programs"), each of which is unique;

Whereas, in connection with its support and sales generation, Participating Dealer has been authorized to participate, as detailed in the Authorized Manufacturers Addendum, under one or more of the Programs and resell some or all of the Products within a specified territory (that includes the federal government); and

Whereas, in connection with its support and sales generation, Participating Dealer desires to acquire, and EC America desires to provide, the opportunity for Participating Dealer to participate in the Programs specified in the Authorized Manufacturers Addendum in accordance with the terms and conditions of such specified Program(s), this Agreement and all related Addenda.

Now therefore, in consideration of the mutual covenants and promises stated herein and in accordance with the terms and conditions of the Program(s), this Agreement and all Addenda hereto, the parties agree as follows:

1. Definitions

- 1.1 "immixGroup Partner Handbook" shall refer to that certain document which is posted on the immix website at: http://www.immixgroup.com/uploadedFiles/Documents/White_Papers/channel-partner-handbook.pdf. The immixGroup Partner Handbook is hereby incorporated by reference into this Agreement. The immixGroup Partner Handbook may be revised from time to time at immix's sole, but reasonable, discretion and the revised version shall be effective upon posting at the link specified in the first sentence of this paragraph.
- 1.2 "Ordering Activity" shall mean 1) any entity authorized to use GSA sources of supply and services as set forth in GSA Directive ADM 4800.2H or such later issued version, and 2) any entity acting on behalf of the Ordering Activity pursuant to a properly issued letter of authorization in accordance with FAR Part 51.
- 1.2 "Program Documents" – include all of the terms and conditions governing the relationship between the Participating Dealer and the manufacturer of each manufacturer-sponsored channel program.

2. Scope

- 2.1 Participating Dealer acknowledges that, given the unique nature of each manufacturer and its Products, each Program has slight variations in its administration and is effectuated through agreements, addenda, exhibits, or quotes between Participating Dealer and EC America and its affiliates. Notwithstanding this Agreement between EC America and Participating Dealer, the Program Documents specific to the manufacturer and the Program it references control for the Products referenced therein.
- 2.2 EC America authorizes Participating Dealer to participate under the Program(s) in accordance with the Program Documents.
- 2.3 Participating Dealer's sale of Products referencing an EC America, immixTechnology or immixGroup contract vehicle, or any other EC America affiliate contract vehicle, without authorization by EC America is prohibited and considered an invalid order against the related contract vehicle.
- 2.4 Nothing in this Agreement will be construed to extend to Participating Dealer the right to resell any Product in any territory beyond those authorized by the manufacturer.

- 2.5 This Agreement will only be effective while Participating Dealer remains authorized by the manufacturer and in good standing and compliant with all terms and conditions of the Program Documents.
- 2.6 Participating Dealer agrees that nothing in a contract vehicle, this Agreement or any Program Document may be used to establish privity of contract between Participating Dealer and any Ordering Activity, or any non-governmental entity entitled to purchase on behalf of a government customer.

3. Annual Review

- 3.1 Participating Dealer grants EC America the right, upon thirty (30) days' prior written notice, to conduct an annual review of its activities related to this Agreement. The review shall focus on sales activities related to the Products. Information to be reviewed shall include, at a minimum, sales records, purchase orders, invoices, payment receipts, and related notes, emails or letters, and any information reasonably requested to verify the content of reports submitted in accordance with the Sales Reporting Addendum. Any such annual review of Participating Dealer will be conducted by EC America at its own expense and in a manner so as not to unreasonably interfere with Participating Dealer's business.
- 3.2 In the event a discrepancy in reported sales is discovered during the course of an annual review, EC America may require an additional review. Reviews beyond the annual review shall be performed at Participating Dealer's expense and may include reasonable professional fees for objective third-party auditors, accountants or legal professionals.

4. Requirements

- 4.1 EC America authorizes Participating Dealer to participate under the Contract in one or more of the Programs as evidenced by a duly authorized and executed Authorized Manufacturers Addendum to this Agreement. The terms and conditions of the Contract, this Agreement, and the applicable Authorized Manufacturers Addendum shall control the sale of the Products available from each manufacturer.
- 4.2 All Participating Dealer GSA quotes to government customers and purchase orders received by Participating Dealer from government customers shall be subject to the terms and conditions of EC America's then-current Contract terms and pricing.
- 4.3 Participating Dealer quotes to government customers and purchase orders received by Participating Dealer from government customers shall not exceed the Contract prices current at the time the order is received.
- 4.4 Pursuant to this Agreement, Participating Dealer shall be authorized as a "Participating Dealer" on the Contract by modification. Notwithstanding this status, Participating Dealer is only authorized to sell Products as listed in the Authorized Manufacturers Addendum.
- 4.5 Authorization as a Participating Dealer shall only apply to those Products of the manufacturers listed in the Authorized Manufacturers Addendum and does not extend to any Products or territories beyond those stated in the Authorized Manufacturers Addendum. The Authorized Manufacturers Addendum is only effective while Participating Dealer remains in good standing and compliant with all terms and conditions of the Contract and this Agreement.
- 4.6 Participating Dealer is not authorized under this Agreement to team with any third party, or authorize any third party to submit a quotation or accept an order referencing the Contract. Prior to entering into any teaming agreement for the sale of the Products under this Agreement, or authorizing any third party to quote or accept an order, Participating Dealer agrees to seek express prior written authorization from EC America.
- 4.7 Participating Dealer is not authorized to enter into any blanket purchase agreement or similar ordering document (collectively, "BPA") in connection with this Agreement or the Contract. Participating Dealer must obtain prior written approval from EC America, which approval shall not be unreasonably withheld. Upon EC America's Approval and the approval of the Manufacturer, Participating Dealer will support EC America in pursuit of the BPA including but not limited to the proposal effort and technical and pricing response. EC America will submit the proposal to the Government, the BPA will be awarded to EC America, Participating Dealer will be named as the Order Point on the BPA and will be authorized to quote, accept orders, invoice and collect payment referencing the BPA. Participating Dealer agrees to abide by all terms of this agreement and the BPA. Participating Dealer's failure to comply with the terms of this paragraph shall be a material breach of this Agreement and Participating Dealer may be removed as an Order Point from the BPA and/or this agreement may be terminated.
- 4.8 Participating Dealer must demonstrate to EC America an ability to track and agree to report all necessary information regarding activities contemplated under the Programs. Information to be tracked and reported upon is detailed on the Sales Reporting Addendum.
- 4.9 Participating Dealer shall, consistent with CONTRACTOR'S BILLING RESPONSIBILITIES (GSAR 552.232-83) (MAY 2003): (1) Comply with the same terms and conditions regarding prices as EC America

for sales made under the contract; (2) Maintain a system of reporting sales under the contract to the manufacturer, which includes— (i) The date of sale; (ii) The ordering activity to which the sale was made; (iii) The service or product/model sold; (iv) The quantity of each service or product/model sold; (v) The price at which it was sold, including discounts; and (vi) All other significant sales data; (3) be subject to audit by the Government, with respect to sales made under the contract; and (4) Place orders and accept payments in the name of EC America in care of the dealer. Participating Dealer shall comply with the terms of the immixGroup Partner Handbook, including without limitation the Quote, Order, Reporting and Discrepancy Resolution Guidelines and Procedures set forth therein. To carry out the obligations set forth in this paragraph, Participating Dealer shall utilize the following addresses:

Participating Dealer Ordering Address (to which customers will submit purchase orders in connection this Agreements):

Socccour Solutions
2745 Dallas Parkway
Suite 450
Plano, TX 75093
Order Phone: 972-960-0400
Order Fax: 972-960-0444

Participating Dealer Remittance Address (to which customers will remit payment in connection with this Agreement):

Socccour Solutions
Attn: Accounts Payable
2745 Dallas Parkway Suite 450
Plano, TX 75093

- 4.10 Participating Dealer will accept orders, invoice and accept payment from government agencies in the name of EC America for the manufacturer Products listed in the Authorized Manufacturers Addendum. Such orders shall be considered EC America orders under the Contract and shall be recorded and reported as such in accordance with the procedures defined in this Agreement.
- 4.11 Participating Dealer is authorized to sell the Products to Ordering Activities as defined above. Participating Dealer shall obtain a copy of the letter of authorization where applicable, and retain a copy for 3 years.
- 4.12 Participating Dealer shall maintain a system and prepare accurate and timely reports of sales made under the Contract that includes all data elements of the Sales Report defined in the Sales Reporting Addendum. Partner shall submit POS reports through the Contract Sales Web Repoting Portal: <https://pos.immixgroup.com/IGPOS/Main.aspx>. Partner shall be responsible for downloading the most recent version of the reporting template. Notwithstanding any other provision of this Agreement, Participating Dealer's failure to comply with the reporting obligations set forth in such Sales Reporting Addendum ("Reporting Noncompliance") shall entitle EC America to take the following actions:
 - 4.12.1 In the case of the first Reporting Noncompliance, EC America may issue to Participating Dealer a notice regarding such Reporting Noncompliance.
 - 4.12.2 In the case of any Reporting Noncompliance after the first instance thereof, EC America may, at its sole discretion, suspend or terminate Participating Dealer's participation as a Dealer in EC America's Dealer Participation Program in connection with the Contract; provided, however, that EC America may, at its sole discretion, subsequently permit Participating Dealer to participate as a Dealer in EC America's Dealer Participation Program in the event that the Participating Dealer can, within thirty (30) days of such Reporting Noncompliance and to EC America's reasonable satisfaction, cure those deficiencies which gave rise to the Reporting Noncompliance.
- 4.13 Items awarded on the Contract are assumed to be sold by Participating Dealer pursuant to the GSA Schedule and are therefore subject to the Industrial Funding Fee and reporting as set forth within this Agreement unless authorized in writing by EC America.
- 4.14 Participating Dealer shall perform order processing, reporting and payment, as required under the Sales Reporting Addendum and/or the immixGroup Partner Handbook.
- 4.15 Participating Dealer agrees that all sales referencing the Contract will be considered subject to this Agreement and will be included in all reports required herein.

- 4.16 EC America will review all sales reported pursuant to this Agreement for discrepancies and will detail such discrepancies to Participating Dealer. Participating Dealer will have 30 days to resolve all outstanding discrepancies or will be found to be in material default of this Agreement.
- 4.17 Authority. Participating Dealer is authorized to sell the manufacturer products or services within the territory defined as detailed in Participating Dealer's independent Reseller Agreement with the manufacturer or distributor. Nothing herein should be construed to expand Participating Dealer's product authorization or territory beyond that defined in Participating Dealer's agreement with the manufacturer or distributor.
- 4.18 Industrial Funding Fee. If indicated on the Authorized Manufacturers Addendum, Participating Dealer is required to remit to EC America the Industrial Funding Fee ("IFF") for each sale of an item or service on the Contract in connection with this Agreement. EC America shall invoice Participating Dealer an amount equal to the product of the then-current IFF percentage (which, as of the effective date of this Agreement, is 0.75%) multiplied by the gross sales price paid by Participating Dealer's customer as reflected in Participating Dealer's monthly Order Report. EC America shall invoice Participating Dealer for this fee within 15 days of EC America's receipt of Dealer's Order Report. Payment is due within 30 days of the invoice date.
- 4.19 Sourcing/Order Fulfillment. Participating Dealer shall fulfill all orders for the manufacturer products and services on the Contract through EC America unless otherwise provided in the Authorized Manufacturers Addendum. When fulfillment through EC America is required ("EC America Fulfillment Requirement"), Participating Dealer is only authorized to provide a quote to the Ordering Activity after receiving a quote from EC America. If Participating Dealer fails to comply with the EC America Fulfillment Requirement for any order it receives ("Government Order") in connection with the Contract, Participating Dealer shall be required to pay EC America a fee equal to five percent (5%) of the total price set forth in such Government Order.
- 4.20 Spot Discounting. Unless Participating Dealer is expressly authorized to so in the Authorized Manufacturers Addendum, Participating Dealer may not offer any discount with regard to Products set forth in the EC America GSA Authorized Information Technology Schedule Price List as noted in the Authorized Manufacturers Addendum.
- 4.21 Participating Dealer Points of Contact. Participating Dealer shall provide EC America with contact information as set forth in the Points of Contact Addendum hereto.
- 4.22 Compliance with Training and Education Requirements. Participating Dealer shall, at its sole expense, comply with all training, education, and compliance requirements set forth in the immixGroup Partner Handbook and Program Documents currently in effect during the term of the Agreement.

5. Indemnification

- 5.1 Participating Dealer shall, at its sole expense, indemnify, defend and hold harmless EC America, its suppliers and its parent, affiliates, shareholders, directors, officers, employees, contractors, agents and customers from any and all damages, losses, costs (including, but not limited to, reasonable attorneys fees and costs) and claims based upon: (i) Government audits, fines, litigation, debts, damages or penalties stemming from Participating Dealer's failure to accurately or timely report sales to EC America; (ii) Participating Dealer's billing errors including charging prices in excess of those permitted under the relevant Program or quote or billing inaccuracies; (iii) Participating Dealer's representation of items being on Contract, which are not; or (iv) Participating Dealer's activities related to the sale of the Products.
- 5.2 EC America shall, at its sole expense, indemnify, defend and hold harmless Participating Dealer, its suppliers and its affiliates, shareholders, directors, officers, employees, contractors, agents and customers from any and all damages, losses, costs (including, but not limited to, reasonable attorneys fees and costs) and claims based upon matters related to the proper maintenance of EC America's contracts.

6. Term and Termination

- 6.1 The term of this Agreement shall be twelve (12) months from the date first written above and shall renew for subsequent twelve (12) month periods unless terminated by either party as set forth below.
- 6.2 Either party may terminate this Agreement, with or without cause, upon thirty (30) days' prior written notice to the other party.
- 6.3 This Agreement may be terminated by either party for cause at any time, without limiting any party's other rights or remedies:
- 6.3.1 Upon written notice identifying with specificity the cause and providing a cure period of not less than ten (10) days if the non-terminating party commits a material breach of this Agreement, and such

breach continues un-remedied for a period of five (5) days after receipt by the other party of written notice thereof;

6.3.2 immediately, without the obligation to give thirty (30) days' written notice, if the non-terminating party: (a) has a receiver appointed for itself or its property; (b) makes an assignment for the benefit of its creditors; (c) has any proceedings commenced by, for or against it under any bankruptcy, insolvency or debtor's relief law seeking a reorganization of such party's debts and such proceedings are not dismissed within ninety (90) days of their commencement; or (d) is liquidated or dissolved; or

6.3.3 immediately, without the obligation to give thirty (30) days' written notice, if any of the certifications by the Participating Dealer set forth in Section 7 cease to be current and accurate.

6.4 Participating Dealer shall honor all orders placed prior to the date on which any termination becomes effective.

7. Certifications Regarding Responsibility Matters

In accordance with FAR 52.209-5 (APR 2010) Participating Dealer certifies, to the best of its knowledge and belief, that Participating Dealer and any of its Principals:

7.1 Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

7.2 Have not, within a three-year period preceding the execution of this Agreement, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

7.3 Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in Sections 7.1 and 7.2 above; and

7.4 Have not, within a three-year period preceding the execution of this Agreement this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

8. Exclusion of Consequential Damages

EXCEPT AS EXPRESSLY STATED HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, BUSINESS INTERRUPTION OR PROCUREMENT OF SUBSTITUTE SOFTWARE OR SERVICES WHETHER FORSEEABLE OR NOT AND EVEN IF SUCH PARTY HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

9. Confidential Information

9.1 Each party agrees not to use any confidential information of the other party (whether oral or written) except in performance of this Agreement and not to disclose such information to third parties (other than, as determined by the receiving party in good faith, those persons with a genuine "need to know" and who agree to similarly limit the use and disclosure of the information, such as attorneys and accountants). All information which the disclosing party considers confidential shall be clearly identified as such.

9.2 With respect to both parties hereto, for the purposes hereof, confidential information shall not include any information that: (a) is now or becomes in the public domain through no breach of this Agreement; (b) is in the possession of the receiving party as of the date of execution hereof; (c) is independently learned by the receiving party from a third party without breach of this Agreement; (d) is required by law or order of a court (in which case the other party shall be promptly notified before disclosure), administrative agency or other governmental body to be disclosed by the receiving party; or (e) is disclosed by the receiving party more than three (3) years after that party's receipt of such information.

9.3 Either party shall have the right in its good faith discretion to make such public press releases, announcements or other communications as it reasonably believes are necessary to comply with applicable federal and state securities or other laws and the regulations promulgated by the National Association of Securities Dealers ("NASD") and/or appropriate securities exchanges, as the case may be, but only to the extent of not divulging any confidential proprietary information of the other party.

10. Miscellaneous

- 10.1 Assignment and Subcontracting. Assignment of this Agreement is prohibited without the express written consent of the other Party; except that EC America may assign this Agreement or any of its rights or obligations hereunder (including, without limitation, rights and duties of performance) to any of its affiliates. EC America may also assign its interest in this Agreement in connection with a merger or other business combination in which EC America is not the surviving entity. Any attempted assignment in violation of this provision will be null and void.
- 10.2 Relationship of the Parties. Participating Dealer and EC America perform this Agreement as independent contractors. Each party has the sole obligations to supervise, manage, contract, direct, procure, perform or cause to be performed its obligations set forth in this Agreement, except as may otherwise be agreed upon in writing by the parties. Nothing set forth in this Agreement shall be construed to create the relationship of principal and agent between Participating Dealer and EC America. Neither party shall act nor attempt to act nor represent itself, directly or by implications, as an agent of the other or its affiliates or in any manner assume or create, or attempt to assume or create, any obligation on behalf of, or in the name of, the other party or its affiliates.
- 10.3 Compliance with Laws. In the performance of this Agreement, Participating Dealer shall comply with the requirements of all applicable laws, ordinances, and regulations of the United States of America and any state, country, or other governmental entity. Participating Dealer agrees to comply with the following Federal Acquisition Regulation (FAR) clauses, which are hereby incorporated by reference: (i) 52.219-8, Utilization of Small Business Concerns (OCT 2014); (ii) 52.222-26, Equal Opportunity (MAR 2007); (iii) 52.222-35, Equal Opportunity for Veterans (JUL 2014); (iv) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014); (v) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010); (vi) 52.222-50, Combating Trafficking in Persons (FEB 2009); (vii) 52.222-54, Employment Eligibility Verification (AUG 2013); (viii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006); (ix) 52.222-41 Services Contract Act (x) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014); (xi) 52.225-5 Trade Agreements Act.

10.3.1 Participating Dealer shall indemnify, defend and hold EC America harmless from and against any and all claims, actions or damages arising from or caused by Participating Dealer's failure to comply with this Section 10.3.

10.4 Choice of Law; Disputes.

10.4.1 This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia, without regards to the conflicts of law principles thereof. Any and all claims, controversies or disputes arising out of or in connection with this Agreement shall be resolved in accordance with this Section. Virginia law shall apply unless the issue relates to federal procurement regulations or statutes and in such case federal procurement law as interpreted by the United States Boards of Contract Appeals and the United States Court of Federal Claims shall apply.

10.4.2 The parties consent to the exclusive jurisdiction of the state and federal courts located in Fairfax County, Virginia, for any such action, suit or proceeding. Both parties' obligations under this Section survive termination or expiration of this Agreement. The prevailing party in any action shall be entitled to recover its costs and attorneys' fees.

- 10.5 Notices. All notices and other written communications required or permitted to be given or sent by this Agreement, shall be deemed given if mailed first class, postage paid or sent by facsimile, and if addressed as follows:

Participating Dealer:

Soccour LLC
2745 Dallas Parkway Suite 450
Plano, TX 75093
Attn: Legal Dept
Phone: 972-960-0400
Fax: 972-960-0444

EC America:

8444 Westpark Drive, Suite 200

McLean, VA 22102
Attn: Legal Department
Phone: 703-752-0610
Fax: 703-752-0611

Either party may, by a notice given in accordance with the foregoing, change its address or designated recipient for notices. Any notice given as aforesaid shall be deemed to have been received on the date of the overnight mail receipt, on the date imprinted by the facsimile machine, or five business days after deposit in the mail (first class, postage paid), whichever is applicable, unless the addressee party is able to establish conclusively that such notice was not received by it.

- 10.6 Severability. If any term, provision, covenant, or condition of this Agreement is held by a court or board of competent jurisdiction to be invalid, illegal or unenforceable for any reason, the remainder of the provisions of this Agreement shall continue in full force and effect as if this Agreement had been executed with the invalid portion(s) eliminated.
- 10.7 Non-Solicitation. During the term of this Agreement, and for a period of twelve (12) months after termination or expiration of this Agreement, a party ("First Party") shall not solicit for employment any employee of the other party (which, for purposes of this Section 10.7 includes any subsidiary, parent or Affiliate) with whom First Party has become acquainted through information or introductions gained as a result of First Party's relationship with the other party. As used herein, solicitation does not include general mass media job postings which are not specifically targeted to an individual.
- 10.8 Entire Agreement. This Agreement constitutes the entire understanding and agreement of and between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous representations and agreements with respect to the subject matter hereof. This Agreement shall not be varied by any oral agreements or representations or otherwise except by an instrument in writing duly executed by authorized representatives of the parties.
- 10.9 Section Headings. The Section and paragraph headings herein are for convenience only and shall not limit in any way the scope of any provisions of this Agreement.
- 10.10 Non-waiver of Rights. The failure of either party to insist upon strict performance of any of the terms and conditions of this Agreement or to exercise any rights or remedies shall not be construed as a waiver of its right to assert any of the same or to rely on any such terms and conditions at any time thereafter.
- 10.11 Force Majeure. Neither Participating Dealer nor EC America shall be deemed in default if its performance of obligations hereunder is delayed or becomes impossible or impractical by reason of any act of God, war, fire, earthquake, strike, epidemic, or any other cause beyond such party's reasonable control.
- 10.12 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 10.13 Survival. The terms and conditions set forth herein which by their nature should survive any termination of this Agreement shall survive.

In witness whereof, each of Participating Dealer and EC America has caused this Agreement to be signed and delivered by its duly authorized representative as of the Effective Date.

Participating Dealer

By: 

Print Name: Brooks Byerly

Title: President

EC America, Inc.

By: 

Print Name: Jeff Ellinport

Title: Division Counsel

Addendum GSA Sales Reporting

Agreement Number PDA SOCCOURSOLUTIONS-091217
Effective Date: 09/20/2017

The GSA Sales Report is available for download on the immixGroup web portal at: <https://pos.immixgroup.com/IGPOS/Main.aspx>. Sales reports must be submitted no later than the 15th of the month following the report period. (e.g. June sales reported July 15th). Reports shall be submitted through the immixGroup web portal all fields completed. Copies of the Customer orders, in hard copy or .pdf form, shall be submitted by Participating Dealer with the sales reports,

All sales reports must be uploaded to the immixGroup web portal at: <https://pos.immixgroup.com/IGPOS/Main.aspx>. To request a user ID and password, please email your request to POSReports@immixgroup.com.

The POS Report template/format subject to change at EC America's reasonable discretion upon posting at the following link: http://www.immixgroup.com/uploadedFiles/Documents/White_Papers/channel-partner-handbook.pdf and on the immixGroup web portal. Please refer to the Partner Handbook and/or immixGroup web portal for current POS Report template, Quote, Order, and Discrepancy Resolution guidelines and policies, which are hereby incorporated by reference.

In witness whereof, each of Participating Dealer and EC America has caused this Addendum to be signed and delivered by its duly authorized representative as of the Effective Date.

Participating Dealer

By: 

Print Name: Brooks Byerly

Title: President

EC America, Inc.

By: 

Print Name: Jeff Ellinport

Title: Division Counsel

Addendum Authorized Manufacturers

Agreement Number PDA SOCCOURSOLUTIONS-091217
Effective Date: 09/20/2017

This Addendum lists the manufacturer's or manufacturers' Products and services that Participating Dealer is authorized to offer under the Contract and this Agreement, the specific territory in which Participating Dealer is authorized to sell, order fulfillment responsibility, and spot discounting authorization. Only EC America is authorized to make changes to this Addendum. EC America shall notify Participating Dealer, in writing of any changes made to this Addendum. All Orders required to be fulfilled through EC America shall be subject to a separate Sourcing Terms Agreement between the Parties and any Non-Standard payment terms, if applicable.

Manufacturer	Order Fulfillment	*Sourcing Agreement Terms Apply	Territory	Industrial Funding Fee Responsibility	Spot Discounting Authorization	**Manufacturer Specific Information	Non-Standard Terms Apply
	(Enter "EC America," "Manufacturer" or "Distributor")	Required ("Yes" or "No")		("Participating Dealer" or "Other")	("Authorized" or "Not Authorized")	Apply ("Yes" or "No")	(Enter specific "xx Days," "None," or "NA")
HP-ESSN	Distributor – Arrow ECS	No	Public Sector	Participating Dealer	Authorized	Yes	NA
CommVault	EC America	Yes	Federal	Participating Dealer	Authorized	No	NA



Notes:


- * The Sourcing Terms Agreement shall apply to the purchase of all products by Participating Dealer for the indicated Manufacturer.
- ** The following describes any Manufacturer specific information that shall apply to the terms, ordering process, restrictions, requirements, etc. that have been established by a Manufacturer, that are associated with the purchase of the Manufacturer's products and services by the Participating Dealer.

Manufacturer Specific Information

Manufacturer	Additional Terms of Purchase
HP-ESSN	Immix has outsourced fulfillment responsibilities to Arrow ECS. Arrow ECS is the exclusive fulfillment source for GSA orders through immix.

In witness whereof, each of Participating Dealer and EC America has caused this Addendum to be signed and delivered by its duly authorized representative as of the Effective Date.

Participating Dealer

By: 

Print Name: Brooks Byerly

Title: President

EC America, Inc.

By: 

Print Name: Jeff Ellinport

Title: Division Counsel

Addendum Points of Contact

Agreement Number PDA SOCCOURSOLUTIONS-091217
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Participating Dealer shall provide EC America with contact information for individual(s) responsible for the following and/or pursuant to the immixGroup Partner Handbook:

- Receiving Price Lists
- Submitting Monthly Sales/Order Report
- Receiving invoices
- Contract and Program compliance
- Sales – Sales Director/Team Lead
- Signature Authority- Individual authorized to sign/commit the company
- Receiving News Letters

Participating Dealer shall provide the contact information on the document, and in the format provided by EC America. Refer to the partner contact roles spreadsheet (Points of Contact Addendum-Partner Contact Roles.xls) which was provided with this Agreement. Please contact EC America if you were not provided with the partner contact roles spreadsheet. Any changes in Participating Dealer's contacts shall be communicated to EC America via a partner contact roles spreadsheet within 10 days of the change. This Agreement cannot be executed by EC America and shall therefore not be of force and effect unless/until the partner contact roles spreadsheet is completed and received by EC America.

In witness whereof, each of Participating Dealer and EC America has caused this Addendum to be signed and delivered by its duly authorized representative as of the Effective Date.

Participating Dealer

By: 

Print Name: Brooks Byerly

Title: President

EC America, Inc.

By: 

Print Name: Jeff Ellinport

Title: Division Counsel