



**RESOLUTION NO. 20150922-21**

**AUTHORIZING EXECUTION OF A MICROSOFT DYNAMICS CRM  
PROPOSAL/AGREEMENT FOR TEXAMERICAS CENTER WITH CLOUD  
NINE SOLUTIONS**

**WHEREAS**, TexAmericas Center is a political subdivision of the State of Texas with the powers and authorities specified in Chapter 3503 of the Special District Local Laws Code of the State of Texas; and

**WHEREAS**, TexAmericas Center has a need to implement a Customer Relationship Management (CRM) Software Subscription as an approach to managing interaction with current and future contacts/customers.


**WHEREAS**, Cloud Nine Solutions is a Certified Microsoft Dynamics CRM partner that specializes in working with Economic Development Organizations.

**WHEREAS**, Cloud Nine Services has proposed a Microsoft Dynamics CRM Project Implementation to provide Dedicated Software Hosting services upon the terms as set forth in that certain agreement attached hereto; and

**WHEREAS**, TexAmericas Center has determined this firm to be qualified to perform these services;

**NOW, THEREFORE, BE IT RESOLVED**, that Scott Norton, Executive Director/CEO of TexAmericas Center shall be and he is hereby authorized to execute an agreement with Cloud Nine Services upon the terms substantially as set forth in the attached Microsoft Dynamics CRM proposal.

**PASSED and APPROVED** this 22<sup>nd</sup> day of September 2015.

  
\_\_\_\_\_  
Denis Washington, Chairman of the Board

**ATTEST:**

  
\_\_\_\_\_  
Boyd Sartin, Secretary/Treasurer

**ATTACHMENT:** Proposal/Agreement For Service

September 22, 2015

Mr. Eric Voyles  
TexAmericas Center  
FTZ # 258  
107 Chapel Lane  
New Boston, TX 75570

## Proposal – Microsoft Dynamics CRM for TexAmericas Center

Eric,

I am pleased to present this proposal to TexAmericas Center to adopt Microsoft Dynamics CRM.

Cloud Nine Solutions is a Certified Microsoft Dynamics CRM partner that specializes in working with Economic Development Organizations. We have identified the modules that you will need to activate as part of your initial CRM implementation. Additional functionality and modules can be added / activated at any time.

Starting with the real estate / new industry attraction team allows you to experience the value of this system and explore the possibility of extending the solution to other departments over time.

As part of this project, our team's role is to train and properly configure the system to your needs. This proposal details the initial rollout plan for your team.

Microsoft Dynamics CRM offers several key advantages. Here are a few points to keep in mind:

- Access online or offline – no extra fees
- Mobile apps can be downloaded at no charge so you can get to the data on your smart phone
- Works using any web browser on any computing device (tablet, phone, PC, mac)
- Access the data from *within* Microsoft Outlook and everything is kept in sync at all times so you don't have to log into a separate web based application to view Account, Contact, Project records
- Pre-optimized for Economic Development organizations like TexAmericas Center using the EDO Accelerator, Construction Accelerator and Property Management Accelerator.

We look very much forward to working with you and your team.

Tom Wengler, Partner  
Cloud Nine Solutions

[www.EconomicDevelopmentCRM.com](http://www.EconomicDevelopmentCRM.com)

## Software Subscription

<i>Subscriptions</i>	<i>Licenses</i>	<i>\$ / license / mo.</i>	<i>Total / mo.</i>
<i>EDO Accelerator</i>	<b>2</b>	\$20	\$40
<i>Microsoft Dynamics CRM Professional License</i>	<b>1</b>	\$65	\$65
<i>Microsoft Dynamics CRM Basic License</i>	<b>1</b>	\$30	\$30
		<b>Total:</b>	<b>\$135/mo.</b>

The software is cloud-based and resides in a Private Cloud datacenter. The subscription is for a 12 month term and the contract renews annually. You may add additional licenses at any time during the subscription cycle. 30-days advance notice is required to cancel your subscription. Cloud Nine has many other EDO's operating in this manner and the performance is excellent. The data is secure and backed up. You own the data and this can be exported at any time.

### Project Implementation - First Phase

#### The Key to your Team's Success Lies in a Successful Software Implementation

To this end, Cloud Nine's team will install, configure and train your team to work with the following modules.

Training is provided online sessions that typically last 30 - 60 minutes. Your team will assign a Project Manager that will communicate the desired enhancements to our Project Manager and our team springs into action.

Cloud Nine's team will install, configure and train your team to work with the following record types. Training is provided online sessions that typically last 30 - 60 minutes. Your team will need to assign a Project Manager that will communicate the desired enhancements to our Project Manager.

<i>Functionality</i>	<i>Investment</i>	<i>Configuration</i>	<i>Training</i>	<i>Enhancements</i>
	\$2,450			40 Field Mods *
<i>Leads</i>		X	X	
<i>Accounts</i>		X	X	
<i>Contacts</i>		X	X	
<i>Projects</i>		X	X	
<i>Activities</i>			X	
<i>Reports &amp; Dashboards</i>		X	X	5 Reports 5 Charts 2 Dashboards
<i>Mail merge</i>			X	
<i>Import &amp; Export to Excel</i>			X	
<i>Project Stages</i>	\$200		X	no mods
<i>Project Action Steps</i>	\$200		X	no mods
<i>BRE Survey - standard</i>	\$600	X	X	30 field mods
<i>Case Management</i>	\$500	X	X	10 field mods
<i>Leases</i>	\$2,100	X	X	Full Build
<b>Total:</b>	<b>\$6,050</b>			

In this project, we are allowing up to 40 field modifications. Example – we will modify the Industry Cluster List, that's one field modification. The modifications must be communicated to our Project Manager within the first 60 days that the system is live.

### **One Time Software Setup Fees**

- \$300 to install the software on the server in our data center and install the Outlook Plug-In to each PC. Occasionally, there are issues with the IT environment which have to be worked out. Any work with IT is billable at \$175 per hour and is tracked separately. We require that you share the system specifications with IT before proceeding, please see links below.

### **Data Migration**

- We will share 2 excel file templates, 1 for Contacts and 1 for Accounts. C9 will coach your team on how to clean up the legacy data. Then we'll coach your team on how to import the data. This is included with setup.

**Total \$200**

### **The Key to your Team's Success Lies in a Successful Software Implementation**

We will hold an initial Project Kick-off Meeting. 30 minutes.

This is followed by up to 8, training sessions which are conducted online via screen share / conference call.

The investment also includes time spent for Project Management and collaboration on enhancements.

To this end, Cloud Nine's team will install, configure and train your team to work with the following modules.

Training is provided online sessions that typically last 30 - 60 minutes. Your team will assign a Project Manager that will communicate the desired enhancements to our Project Manager and our team springs into action.

Cloud Nine's team will install, configure and train your team to work with the following record types. Training is provided online sessions that typically last 30 - 60 minutes. Your team will need to assign a Project Manager that will communicate the desired enhancements to our Project Manager.

Additional modifications can be addressed at any time. Our team is here to support you over the long haul. We are available as needed to assist with the following:

- Additional Training
- Administrator Training
- System modifications including New Entities, Fields, Drop-down menu's, adding new licenses, workflows, alerts, report writing, security settings, general consulting, etc.
- The modules above will be "activated" for you during the installation

The services above are billable and we can use our standard rate \$175per hour billable in 15 minute increments, a discounted, prepaid block of time, or a monthly retainer.

### **Project Review**

- Our final step in the process is to hold a review session. In this session, your team will tell us how you are using the system and we will discuss any further enhancements that you may desire. At this point, your familiarity with the system will allow you to make informed decisions regarding new CRM record types, enhancements, reports, dashboards, links to other systems / tools, workflows, system alerts, web interfaces, and the use of other tools listed below as Options. C9 will be able to quote additional enhancements as either a Phase II or as a Separate Project.

- Cloud Nine is also available to activate other modules and third party tools that are designed to make the system work even better for your team. This approach allows your team to grow into more advanced tools over time, at your pace.
- The work of Economic Development is fluid and constantly evolving. Your CRM is designed to support new initiatives, goals, metrics, etc. and an ever-evolving business model. The CRM is designed to allow you to flex and modify the system to meet changes in strategy or direction.

## A Close Business Relationship

Now that your team is live and operational, C9 is available for support via a variety of models.

- Prepaid block of time – this provides you with a discounted rate for all services.
- Services on Demand
- Fixed Fee Projects

### Investment Summary

<i>Project Implementation</i>	\$6,050
<i>Setup</i>	\$300
<i>Software / month</i>	\$135
<b>Total:</b>	<b>\$6,485</b>

#### Payment Terms

50% down for Implementation Services	\$3,175
25% invoiced net 30 from date of software installation	\$1,587.50
25% invoiced net 60 from date of software installation	\$1,587.50

#### Software Subscriptions – net 30 billed monthly

\_\_\_\_ \$135 per month for Dynamics CRM EDO Accelerator or  
 \_\_\_\_ \$1,458 annually – based on \$1,620 (2 licenses for 12 months) less 10% discount.

\*This is a one year subscription that automatically renews unless we receive notification to cancel 30 days in advance.

\*\*New licenses can be added at any time.

**Hosting Environment: Microsoft Dynamics CRM is hosted in our private cloud / data center which specializes in hosting the Microsoft Dynamics CRM software.**

This is an annual agreement that begins on the date below. 30 days advanced notice is required to cancel the subscription. Cloud Nine Solutions, LLC will export and send the system data to the customer upon termination of the subscription. Cloud Nine Solutions, LLC will invoice monthly. Additional user licenses can be added to the subscription during the contract term.

TexAmericas Center retains the right to terminate this contract at the expiration of each budget year (September 30 of each year) occurring during the term of this contract. TexAmericas Center executes this contract conditioned on the fact that it shall use its best efforts to obtain and appropriate funds during each budget year for payment of the sums payable by TexAmericas Center under this contract. This contract is a commitment of current revenues only.

## Customer Cloud Agreement

THIS AGREEMENT is made this September 22, 2015 between Cloud Nine Solutions, (Reseller), and TexAmericas Center (Customer).

The purpose of this section (hereafter referred to as the "Agreement") is to set forth a long-term contract arrangement under which Reseller will provide Dedicated Software Hosting services on behalf of Customer.

### Definitions

"Dedicated" shall mean a single server or servers that Customer has exclusive use of.

"Shared Hosting" shall mean a single server or servers that Customer shares with other third parties.

"Services" shall mean all actions, support, or work otherwise performed by Reseller under this Agreement.

"Server Type" shall mean the Server Model, Operating System, Processor Speed, Amount of Memory, and all related information concerning the server.

"Bandwidth" shall mean all metered or measured Internet traffic inbound or outbound from a server.

"Disk Space" shall mean all physical hard drive space allocated under the Hosting Specifications.

"Service Level" shall mean the agreed upon plan that outlines the amount of ongoing and routine maintenance, upgrades, patches, monitoring, or other support for the server.

"Support Level" shall mean the agreed upon plan that outlines the amount of help and assistance Reseller provides to Customer.

"Hosting Specifications" shall mean the document that specifies the amount of bandwidth, disk space, memory, connectivity, service level, support level, and server type.

"Required Resources" shall mean all disk space, software, hardware, or services directly affecting or required for providing Dedicated Software Hosting services and set aside or subtracted from any amounts listed under Hosting Specifications.

"Available Resources" shall mean the sum total of Required Resources deducted from the Hosting Specifications.

"Customer's Users" shall mean all individuals, agents, vendors, customers, or other third parties that Customer grants access to Reseller's resources.

"Acceptable Use Policy" shall mean the Terms and Conditions that Customer and any of Customer's Users must abide by.

## Agreements

In consideration of the mutual covenants set forth in this Agreement, Customer and Reseller hereby agree as follows.

### 1. Service

Subject to the terms and conditions of this Agreement, Reseller will provide Dedicated Software Hosting services for Customer subject to the following terms:

a) Length of service.

- a. Customer agrees to an initial twelve (12) month contractual term of service ("Term") for the minimum number of users (varies per product). The length of contract required is based on the type of service desired by Customer and shall be determined solely by Reseller. In the event of termination by Reseller of any Customer end user contracts, Reseller agrees to work with the Customer to provide continuity of service for those end users and as determined necessary by Customer.

b) Service start date.

The first payment plus setup charges, if any, shall be due in advance of any service provided. Service shall begin approximately 2 days after receipt of payment and required documents for such first Term of service or upon a mutually agreed upon alternate date.

c) Renewal by Customer.

This Agreement will automatically renew for successive twelve (12) month Terms unless canceled in writing by Customer at least thirty (30) days prior to the end of Term renewal date. Renewal prices are subject to change. Renewal of services by Customer indicates agreement to any Contract revisions and price changes. Renewal fees for the following Term will be automatically invoiced to Customer's account.

### 2. Payment

Terms of payment are: payment is due on the first day of the month in which the service will occur. The payment will be considered late after the first day and late fees will be applied. Service may be interrupted if no payment arrangement is received by the 5th of the month.

### 3. Proprietary information

Proprietary information exchanged hereunder shall be treated as such by Customer. This information shall include, but not be limited to, the provisions of this Agreement, product and services information, and pricing. Customer further agrees to not decompose, disassemble, decode, or reverse engineer any Reseller program, code, or technology delivered to Customer, or any portion thereof.

Customer is a political subdivision of the State of Texas and is thus subject to the provisions of the Texas Public Information Act. In the event of a conflict between the terms of this agreement and the Texas Public Information Act, Texas Public Information Act shall control and the Customer shall comply with the provisions of the Texas Public Information Act.

#### **4. Censorship of data**

Reseller will exercise no control whatsoever over the content of the information passing through the network, email or web site and does not own or control any customer data stored on dedicated servers. Customer agrees to abide by Reseller's Acceptable Use Policy ("AUP"), attached hereafter.

#### **5. Warranties**

Except as specifically provided herein (including Service Level commitments), Reseller makes no warranties or representations of any kind, whether expressed or implied, for the service it is providing. Reseller also disclaims any warranty of merchantability or fitness for any particular purpose and will not be responsible for any damages that may be suffered by Customer, including loss of data resulting from delays, non-deliveries, or service interruptions by any cause or errors or omissions of Customer. Use of any information obtained by way of Reseller is at Customer's own risk, and Reseller specifically denies any responsibility for the accuracy or quality of information obtained through its services. Connection speed represents the speed of an end-to-end connection. Reseller does not represent guarantees of speed or availability of end-to-end connections. Reseller expressly limits its damages to Customer for any non-accessibility time or other down time to the pro-rata monthly charge during the system unavailability. Reseller specifically denies any responsibilities for any damages arising as a consequence of such unavailability.

#### **6. Trademarks and copyrights**

Customer warrants that it has the right to use any applicable trademarks or copyrighted material used in connection with this service.

#### **7. Transfer**

Customer may not assign or transfer this Agreement, in whole or in part, without the prior written notification to Reseller, provided that Customer may assign this agreement to any successor which acquires all or substantially all of the business of Customer without prior written consent of Reseller. Customer shall notify Reseller by mail, facsimile or email within fifteen (15) days of the effective date of the event. Reseller may not assign this Agreement without Customer's written consent, which shall not be unreasonably withheld.

#### **8. Termination**

Either party may terminate this Agreement at its sole discretion upon the occurrence of one or more of the following events: 1) failure by one party to comply with any provisions of the Agreement upon receipt of written notice from the other party of said failure, 2) appointment of Receiver, or the filing of any application by either seeking relief from creditors, 3) mutual agreement in writing by Reseller and Customer.

#### **9. Disputes**

If legal proceedings are commenced to resolve a dispute arising out of, or relating to, this Agreement, the prevailing party shall be entitled to recover all costs, legal fees, and expert witness fees, as well as any costs or legal fees in connection with any appeals.

#### **10. Indemnification**

Reseller shall indemnify and hold harmless Customer and Customer's officers, directors, affiliates, employees, and representatives from and against any and all claims, judgments, awards, costs, expenses, damages, and liabilities (including reasonable attorney fees) of whatsoever kind and nature that may be asserted, granted, or imposed against Customer directly or indirectly arising from or in connection with Reseller's fault, negligence, wilful misconduct, fraud or strict liability in connection with any of the services performed by Reseller or any breach of this Agreement by Reseller.

#### **11. General**

If any provision of this Agreement is held to be unenforceable, the enforceability of the remaining provisions shall in no way be affected or impaired thereby. This Agreement and any disputes arising hereunder shall be governed by the laws



of the State of Florida. A failure by any party to exercise or to delay exercising a right or power conferred upon it in this Agreement shall not operate as a waiver of any such right or power.

## **ACCEPTABLE USE POLICY (“AUP”)**

The purpose of this section is to set forth an Acceptable Use Policy (“AUP”) by which Customer will abide while using, renting, leasing, or otherwise making use of Reseller goods and services. By using Reseller’s Hosting and Email services, Customer agrees to comply with the following policies and assume responsibility for the compliance of all Customer’s Users permitted by Customer to use Reseller’s products and services.

### **1. Right to Service**

- a) Reseller’s service will be provided on an “as is, as available” basis. Further, Reseller provides no warranty, written, expressed, or implied, for any Hosting and Email services provided, including, without limitation, warranty of the merchantability and warranty of fitness for a particular purpose. This expressly includes any reimbursement for losses of income due to disruption of service by Reseller or its providers beyond the fees paid to Reseller for services.
- b) Customer and Customer’s Users will use the Hosting and Email services in a manner consistent and compliant with any and all applicable laws of the State of New York and the U.S. Federal Government.
- c) At Reseller’s expense, Reseller shall maintain a complete and current backup of all customer databases and appropriate files and software, and retain for a minimum of 7 days for the purpose of disaster recovery and accidental data loss. This backup policy will not be for the purpose of long-term archiving, which can be a service made available as needed, as an additional service later.

### **2. Limit of Liability**

Reseller shall not be liable for any content posted, opinions expressed, or actions taken by any of the Users of Reseller services. Any conduct that violates the laws, regulations, or the accepted norms of the Internet community or the community standards in which the User lives, whether expressly mentioned in this Agreement or not, is strictly prohibited. Reseller reserves the exclusive right to prohibit any activities that it deems will adversely affect its commercial reputation or goodwill, endanger its network, impact its Customers, or expose it to liability or tort.

### **3. Modification of Agreement**

Reseller reserves the right to add, modify, or delete any provision of this Agreement at any time upon 30 days written notice to Customer, but modification of this Agreement shall only occur upon mutual written agreement between the Parties.

### **4. Misuse of System Resources**

It is a violation for anyone who, including but not limited to, employs posts or programs that consume excessive CPU time, server memory, or storage space; permits the use of mail services, mail forwarding capabilities, POP accounts, or auto-responders other than for their own account; or resells access to CGI scripts installed on Reseller’s servers. Reseller reserves the right to, immediately and without notice to the User, terminate any service or process that uses a disproportionate amount of any system resources.

### **5. Potentially Tortuous or Illegal Conduct**

The following shall be construed as violations of this Agreement and may result in suspension or deletion of a Customer’s Users’ account or in Termination of this Agreement.

- a) Reseller products and services may only be used for lawful purposes. Transmission, distribution, or storage of any material in violation of any applicable law or regulation is strictly prohibited. This includes, without limitation,

material protected by copyright, trademark, trade secret, or other intellectual property right used without proper authorization, or material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws. Non-acceptable content or links may include, but are not limited to: Pirated software, Hackers' programs or archives, Warez, Game Mods or Patches, Irc Bots, Chat Sites/Servers, Pornography and Adult Content, TGP, or any other file or media deemed by Reseller to be illegal or for which Customer or Customer's Users do not have the legal right to use, post, or otherwise store on Reseller servers.

b) No one shall post defamatory, scandalous, or other prohibited or illegal information about a person without their consent or with intention to inflict emotional distress, or post any information that violates any rightful trademarks, copyrights, or other intellectual property rights.

c) Sending unsolicited email messages ("Spam") from or through Reseller' servers, including, without limitation, commercial advertising or informational announcements, shall be prohibited. Reseller reserves the right to terminate this Agreement and any other accounts under Customer's account if Reseller determines that unsolicited mass email has occurred or if Reseller receives complaints that unsolicited email messages have been sent from Customer's account.

d) Posting to any Usenet or other newsgroup, forum, email mailing list or other similar group or list articles with the intent to engage in commercial advertising or informational announcements. Engaging in any of the foregoing activities using the service of another provider, but channeling such activities through a Reseller-provided server, or using a Reseller-provided server as a mail drop for responses.

e) Any unauthorized distribution or copying of copyrighted material, violations of U.S. export restrictions, harassment, fraud, dealing in contraband, and other illegal activities, or dealing in content and material that has been deemed illegal in the User's community, state, province, or municipality.

f) Falsifying any User information provided to Reseller or to other Users of the service in connection with the use of a Reseller service.

## **6. System and Network Security**

Violations of system or network security are strictly prohibited, and may result in criminal or civil liability. Examples include, but are not limited to: allowing unauthorized access, use, probe, or scan of any Reseller system, security, authentication measures, data or traffic; interference with service to any User, host or network, mail bombing, flooding, or attempts to overload a system or broadcast attacks. Customer's or Customer's Users shall not engage in forging of any TCP-IP packet header, email headers, or any other information provided or passed through Reseller Systems or Network at any time.

## **7. Consequences of Violation**

If Reseller becomes aware of an alleged violation of any of the terms contained in this Agreement, or any other policy that has been posted on its web site, made available to Customer via email, or posted in any other form, Reseller shall initiate an investigation. During the investigation, Reseller may restrict Customer or Customer's Users' access to Reseller products and services in order to prevent further possible unauthorized activity. Reseller shall however provide Customer with its data in usable form. Reseller may, at its sole discretion, restrict, suspend, or terminate Customer's account without notice or refund, or pursue civil remedies as it deems necessary. Reseller shall notify the appropriate law enforcement department of any such violations. Reseller shall not be responsible for any payment, refunds, or compensation in any way for service disruptions or termination resulting from violations by Customer of this Agreement.

## **7. Service Level Agreement**

Customer acknowledges that it has received a copy of the Service Level Agreement ("SLA"). The SLA is to set forth a detailed guarantee of services under which Reseller will provide a service to Customer in order to ensure the reliability and stability of all Hosting Services covered under this SLA.

Reseller cannot provide support at no cost for every problem that Customer may encounter or create while using our services. Support issues not covered under Customer's individual plan may be billed at an hourly rate of \$175 per hour

/ incident. Reseller is committed to help Customer to resolve any trouble or issues requiring Reseller's help or expertise. At no time will Reseller bill for support without prior notification and approval by Customer.

8. This agreement should be construed in accordance with the laws of the State of Texas, notwithstanding any conflict of laws provisions. Jurisdiction and venue for any legal action regarding this agreement should be maintained in the District Court of Bowie County, Texas.

## Agreement

The parties represent and warrant that, on the date first written above, they are authorized to enter into this Agreement in its entirety, and duly bind their respective principals by their signatures below. The parties represent and warrant that they are in agreement to all terms listed in this document.

### Sign Off

Customer

Cloud Nine

By:

*Scott Norton*

By: Cloud Nine Solutions, LLC

Name:

*Scott Norton*

Name: Tom Wengler

Title:

*Executive Director / CEO*

Title: Partner

Date:

*9/22/15*


Date: Sept 14, 2015

**Response**

This proposal correctly sets forth my understanding of the terms of our engagement.

**Customer**

Name (Please Print): Tex Americas Center

Signature:  Date: 9/22/15 Title: Executive Director/CEO

**Vendor**

Name Cloud Nine Solutions, LLC  
Tom Wengler, Partner

Signature:  Date: September 14, 2015 Title: Partner