



10100 Reunion Place, Suite 500
San Antonio, TX 78216
(210) 369-8000
www.siriuscom.com

September 22, 2015

Andrew Bell

Re: Offer of Employment

Dear Andrew,

Welcome to Sirius Computer Solutions! We are excited about the stronger organization created by the addition of Avnet Services to the Sirius team. As part of Sirius' acquisition of certain assets of Avnet Services, we are very pleased to offer you employment. This offer is contingent upon the closing of the Transaction between Avnet Services and Sirius. If the Transaction does not occur, this offer shall be null and void and of no further effect.

In collaboration with Avnet Services leadership, we have aligned your job title with Sirius' position/title structure. Your new title with Sirius will be **Solutions Architect - Mobile** and your initial base salary will be **\$7,924.83** per month, which is equivalent to an annual amount of **\$95,098.00**. Your expected start date as an employee of Sirius will be **10/5/2015** and your manager will be **Rick Helmick**. Sirius will recognize your accumulated service with Avnet Services; your hire date of **3/24/2014** with Avnet will carry over to Sirius for benefits seniority purposes such as 401(k) vesting and Paid Time Off (PTO) accrual.

You will also be eligible for additional incentive compensation. For the period from 10/5/2015 – 12/31/2015, your incentive compensation will be guaranteed at the amount of **\$2,615.20**. Should your start date be later than 10/5/2015, this amount will be pro-rated based on the number of workdays remaining in the year. You will be paid your incentive compensation for this period on 2/15/2016.* Sirius issues incentive compensation plans annually, and you will receive a new incentive compensation plan in 2016. The payment timing for this plan will be quarterly.

You are also eligible for a retention bonus of **\$6,000.00**. Separate documentation regarding this bonus will be sent to you.

Your vacation balance with Avnet will either be transferred over to Sirius' Paid Time Off (PTO) program, or will be paid out by Avnet, in accordance with applicable laws in your state. You will also begin to accrue PTO in accordance with Sirius' PTO program.

40 hours will also be deposited into your Catastrophic Sick leave bank with Sirius.

An electronic Employee Packet with Frequently Asked Questions (FAQs), an Important Dates & Onboarding Calendar, and other information regarding your transition to Sirius is available on the [Welcome Avnet Services](#) section of our Employee Services Portal. You can access this immediately using the log-in information below:

[Welcome Avnet Services](#)

Username: welcomeus

Password: @Avnet! (case sensitive)

If you are currently enrolled in Avnet's medical, dental, and/or vision benefits, these will remain in effect through 10/31/2015. You will be eligible to participate in Sirius' medical, dental, vision, life insurance, and long and short-term disability benefits plans effective **11/1/2015**. Please reference the electronic Employee Packet to review our 2015 Benefits Guide and premium information, along with instructions on how to enroll in Sirius benefits.

You will be eligible to enroll in Sirius' 401(k) plan immediately upon hire. Instructions on how to enroll in our 401(k) plan are also available as part of your electronic Employee Packet.



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Important Visa Information

As communicated, Sirius will work to sponsor your continuing eligibility to work in the United States by filing petitions to port existing H1B status and/or by preparing required E3 and/or TN sponsorship labor certification applications and sponsorship letters. Your start date is contingent upon your eligibility to work in the United States for Sirius, and successfully complete a Form I-9 and E-Verify as indicated below.

Budd Bowen, our HR Compliance Manager, will be your primary contact regarding the visa process. Budd can be reached at (210) 369-0621 or Budd.Bowen@siriuscom.com. Over the next few days, you will also receive several emails on your visa processing, including a conference call invitation and a questionnaire from our immigration counsel to initiate the visa transfer process to Sirius. Please make every effort to attend the conference call and return the completed questionnaire.

So that we can begin your visa transfer process in a timely manner, we ask that you gather and provide the following documents as soon as possible:

- A current resume, including the names of all previous employers, including Avnet Services, and dates of employment (month and year)
- Copy of your current passport with visas and stamps (color)
- Copies of any diplomas and certifications received since your employment with Avnet

Scan and e-mail these documents to WelcomeAvnetServices@siriuscom.com, and use the subject line "**Visa Information.**"

In order to ensure a smooth transition to Sirius, **please accept this offer no later than Friday, September 25th**. To accept this offer, sign and return the following documents via e-mail to WelcomeAvnetServices@siriuscom.com:

- Offer letter
- Payroll Deduction Agreement
- Drug Screen Consent Form**

Your employment with Sirius is contingent on satisfactory completion of our pre-employment screening, which includes a criminal background check consistent with the Fair Credit Reporting Act (FCRA). To start this process, attached is a Summary of your FCRA Rights. Once we receive the above documents, you will receive an e-mail from Hireright.com with instructions to log into their system to initiate your background check.

We encourage you to ask any questions you have about your offer and working for Sirius as soon as possible. You may contact any of the individuals listed on the FAQ document that is included in your electronic Employee Packet, or e-mail questions to WelcomeAvnetServices@siriuscom.com.

On your first day with Sirius, you will be required to complete a Form I-9 and E-Verify that verifies your identity and eligibility to work in the United States. This offer of employment is contingent upon successful completion of the Form I-9 and E-Verify as required by the Immigration Reform and Control Act (IRCA), Executive Order 13465, and Homeland Security regulations. Please visit the Employee Services Portal for important instructions on how to complete the Form I-9.



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We are looking forward to having you join our Company and become a member of the Sirius team. However, we recognize that you retain the option, as does the Company, of ending your employment with the Company at any time, without notice or without cause. As such, your employment with the Company is at-will and neither this letter nor any other oral or written representations may be considered a contract for any specific period of time.

Once again, welcome to Sirius Computer Solutions. We look forward to working with you and are excited to have you as part of our team.

Sincerely,

A handwritten signature in black ink, appearing to read "Tonie Campa", is written over a light gray rectangular background.

Tonie Campa
Vice President, Employee Services

Accepted and Agreed:

Andrew Bell

Today's Date

Welcome to Sirius!

** You must be an employee of Sirius on the date payment is due to be eligible to receive any incentive compensation payments.*

*** As a federal contractor, Sirius maintains a drug-free work environment consistent with the requirements of the Drug-Free Workplace Act. Although Sirius is not conducting a drug test as part of your on-boarding process, Sirius reserves the right to require a drug test during your employment due to customer contract requirements or other circumstances. For this reason, Sirius requires a consent to drug test to be on file.*

ATTACHMENT A

CONFIDENTIALITY, PROTECTION OF CUSTOMER RELATIONSHIPS AND NON-SOLICITATION AGREEMENT

In consideration for Sirius' provision of Confidential Information as described below, and for the additional incentive compensation paid to Employee, Sirius and Employee agree to enter into this Confidentiality, Protection of Customer Relationships and Non-Solicitation Agreement (the "Agreement") and hereby agree as follows:

1. Confidentiality. The Employee will be provided Sirius' Confidential Information during the course of Employee's employment. Employee agrees that without the use of Sirius' Confidential Information, Employee will not be able to perform Employee's job duties. In order to avoid any inadvertent or other disclosure of Sirius' Confidential Information, Employee agrees that when Employee's employment with Sirius ends or whenever requested by Sirius, Employee will immediately return any and all Confidential Information of Sirius' in Employee's possession or control, irrespective of the form in which the information is held or maintained.

Specifically, Employee understands that Employee will become knowledgeable of Sirius' Confidential Information through a variety of ways including, without limitation, the training Employee receives (in house or third party), licenses obtained, exposure to Sirius' customers, business practices, and the methodology and process by which it generates sales and leads for new sales.

Additionally, Employee agrees to keep secret all Confidential Information of Sirius, and not to disclose this information to anyone outside of Sirius including, without limitation, disclosing this information to any customer, account, vendor, or competitor.

Employee will only use Employee's knowledge of Sirius' Confidential Information in the ordinary course of Employee's job duties and Employee will not disclose this information to anyone internally who does not have a need to know, nor will Employee disclose it to any person after Employee's employment ends.

For purposes of this Agreement "Confidential Information" includes, but is not limited to, the following types of information owned by Sirius or its respective subsidiaries, affiliates or successors: customer lists, lists of individual names, post office and e-mail addresses, telephone and telecopy numbers, and other pertinent contact information relating to customers or potential customers; customer files and network information; internal or customer computer configurations; customer buying needs or habits; customer payment practices or histories; lists of contact information; vendor lists and vendor pricing and cost information; implementation methodologies; marketing plans and strategies; transactional terms and conditions; equipment costing; internal financial information; training and training programs; billing practices; compensation plans; plans for future developments; and any information of any kind that is not known generally within Sirius' industry, or any other internal Sirius documentation that is a trade secret, proprietary or confidential.

Employee understands that the information is confidential whether it is on a hardcopy, computer database or other electronic format and even if is not expressly identified as confidential by Sirius. If Employee has any doubt regarding whether the information is Confidential Information, Employee shall not disclose it. Employee agrees that Employee will disclose Employee's obligations under this Agreement to any future or prospective employers and authorize Sirius to take such action if it deems it necessary.

2. Protection of Customer Relationships. For purposes of this paragraph, "Sirius' customers" shall include every person, business or other entity which, during Employee's last 24 months of employment at Sirius, either purchased or committed to purchase any service or product from Sirius or its respective subsidiaries, affiliates or successors, and with whom Employee did business, had direct personal contact with as an employee of Sirius, or obtained confidential information about as an employee of Sirius. For a period of one (1) year after ceasing to be employed by Sirius, regardless of whether Employee's employment ends voluntarily or involuntarily, Employee shall not, directly or indirectly, as an employee or independent contractor, alone or in association with, on behalf of, or for the benefit of any third party, provide or solicit to provide any service or product to any of Sirius' customers, which service or product is similar to or competitive with any service or product offered by Sirius, or the provision of which could adversely affect Sirius' business relationship with such customer. After Employee's employment with Sirius ceases, to the extent Employee is uncertain as to whether Employee may be violating this paragraph, Employee shall identify in writing to Sirius any person, business or other entity that Employee intends to solicit and request confirmation from Sirius as to whether that particular person, business or other entity qualifies as a Sirius customer and Sirius will confirm to Employee within seven (7) business days of Employee's request whether the contact is a Sirius customer.

3. Non-Solicitation of Employees. During Employee's employment with Sirius, and for a period of one (1) year thereafter, Employee will not directly or indirectly contact for the purpose of soliciting employment, solicit, employ or otherwise engage any of the

employees of Sirius or any of its respective subsidiaries, affiliates or successors to leave his or her employment to work for any business, individual, company, firm, corporation, or other entity then in competition with the business of Sirius or any subsidiary, affiliate or successor of Sirius (for the purpose of this Paragraph the term "employee" shall include any persons having such status with regard to Sirius or any of its respective subsidiaries and affiliates at any time during the six (6) months preceding any solicitation in question). If Employee engages in the solicitation of employees prohibited under this paragraph, it will disrupt, damage or impair Sirius' business or the business of its present or future subsidiaries or affiliates, as the case may be, and will necessarily involve the use of Confidential Information which Employee acknowledge Employee are prohibited from disclosing.

4. Remedies. A breach of this Agreement shall give rise to irreparable injury to Sirius which cannot be adequately measured. Accordingly Sirius may seek and obtain injunctive relief against any breach or threatened breach of this Agreement, in addition to any other legal or equitable remedies which may be available. In the event a court should decline to enforce any provision of this Agreement, this Agreement shall be deemed to be modified to restrict Employee's activities to the maximum extent which the court shall find enforceable; however, in no event shall the provisions of this Agreement be deemed to be more restrictive than expressly set forth.

5. Applicable Law and Venue. Sirius and Employee agree that any dispute arising out of or relating to this Agreement or the Plan which cannot be amicably settled, shall be brought solely and exclusively in a court sitting in San Antonio, Bexar County, Texas, and Employee irrevocably accepts the jurisdiction of the federal and state courts of the State of Texas for such disputes. The Plan and the Agreement were entered into and are performable in San Antonio, Bexar County, Texas. The parties further covenant and agree that sole and exclusive venue for any such court proceeding shall be in a court sitting in San Antonio, Bexar County, Texas.

6. Tolling. The running of the time period under paragraphs 2 and 3 of this Agreement shall be tolled during any time Employee is in violation of the restrictions under either paragraph and that time of violation shall be added to the end of the one (1) year period once the violation(s) cease.

7. Notice. Any notice to Sirius required under this Agreement shall be sent in writing via overnight mail with signature required, to the attention of the Vice President of Human Resources, at the current address of Sirius' Headquarters. If notice to Employee is required under this Agreement or the Plan, it will be provided either through Employee's Sirius email address or Employee's last known mailing address provided by Employee to the Human Resources Department. A different notice procedure may be agreed upon by and between the Vice President of Human Resources and Employee, which change shall not take effect until both Sirius and Employee agree in writing to a different notice procedure.

Effective this ____ day of _____, 2015.

Andrew Bell

Terry V. Johnson
Chief Financial Officer

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