

**AUTHORIZED FEDERAL ACQUISITION SERVICE
INFORMATION TECHNOLOGY SCHEDULE**

**PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES**

SIN 51-600 - Electronic Records Management Solutions

**Feith Systems and Software, Inc.
425 Maryland Drive
Fort Washington, PA 19034
Phone: 215-646-8000
Fax: 215-540-5495
www.feith.com**

Contract Number: **47QSMA19D08NH**
DUNS: **01-229-0920**

Period Covered by Contract: **November 20, 2018 – November 19, 2023**
General Services Administration
Federal Acquisition Service

Pricelist current through Modification # _____, dated _____.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Acquisition Service’s Home Page via the Internet at <http://www.fss.gsa.gov/>

TABLE OF CONTENTS

INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS 2

TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES AND MAINTENANCE OF SOFTWARE FOR ELECTRONIC RECORDS MANAGEMENT SOLUTIONS 9

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES 13

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS 18

BEST VALUE BLANKET PURCHASE AGREEMENT (BPA) 19

BLANKET PURCHASE AGREEMENT 20

CONTRACTOR TEAM ARRANGEMENTS 22

FEITH SYSTEMS AND SOFTWARE, INC.’S GSA PRICE LIST 23

FEITH SYSTEMS AND SOFTWARE, INC.’S GSA EULA 30

**INFORMATION FOR ORDERING ACTIVITIES
APPLICABLE TO ALL SPECIAL ITEM NUMBERS**

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micro purchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!TM on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!TM and the Federal Acquisition Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micro purchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- The Geographic Scope of Contract will be domestic and overseas delivery.
- The Geographic Scope of Contract will be overseas delivery only.
- The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Feith Systems and Software, Inc.
425 Maryland Drive
Fort Washington, PA 19034
(P) 215-646-8000
(F) 215-540-5495

Contractors are required to accept credit cards for payments equal to or less than the micro purchase threshold for oral or written delivery orders. Credit cards will *be* acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:

(P) 215-646-8000
(F) 215-540-5495

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule
Block 16: Data Universal Numbering System (DUNS) Number: **01-229-0920**
Block 30: Type of Contractor - **B. Other Small Business**
Block 31: Woman-Owned Small Business - **No**
Block 36: Contractor's Taxpayer Identification Number (TIN): **23-2178686**

- 4a. CAGE Code: **0JWE6**
- 4b. Contractor **has** registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
<u>51-600</u>	<i>*To be negotiated between the Contractor and the Ordering Agency</i>

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS: Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: **NONE**
- b. Quantity - **NONE**
- c. Dollar Volume :
Software (28% - \$251,000 - \$500,000+; Professional Services (11% - all levels)
- d. Government Educational Institutions – **Government Educational Institutions are offered the same discounts as all other Government customers.**
- e. Other

8. TRADE AGREEMENTS ACT OF 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

10. Small Requirements: The minimum dollar value of orders to be issued is \$10,000.

11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)

The Maximum Order value for the following Special Item Number (SINs) 51-600 is \$12,500,000.

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

REQUIREMENTS: ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS): Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting **Officer** under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.fss.gsa.gov/>.

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

NOT APPLICABLE

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services.

23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: www.feith.com
The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
 - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES AND MAINTENANCE OF ELECTRONIC RECORDS MANAGEMENT SOLUTIONS

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. GUARANTEE/WARRANTY

a) Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

Warranty

- a. FEITH warrants that upon completion of physical Product installation at the designated location, Product will, for a sixty (60) day period be free from defects in materials, parts, and workmanship. FEITH will fix any problems determined to adversely affect the functionality of the Product in a timely fashion. The warranty shall survive any inspection, delivery, acceptance, and payment.
- b. In the event that RESELLER purchases hardware from FEITH, the standard manufacturer's hardware warranty and, if elected, optional extended hardware warranty for maintenance, which may include on-site and extended hours of coverage, begins upon the delivery of equipment to either RESELLER'S or FEITH'S facilities unless otherwise stated. Any additional charge for the Extended Hardware Warranty is due according to Appendix III Payment Schedule.
- c. Year 2000 Compliance. FEITH represents and warrants that the Product is "Year 2000 Compliant" in all material respects. "Year 2000 Compliant" means:
 - i) That each Software Module of the Product which manipulates and accepts any data accurately manages, accepts and manipulates such data;
 - ii) Such dates will not cause any Software Module of the Product to abnormally end processing;
 - iii) No Software Module will generate incorrect values with respect to date dependent data resulting from such dates; and
 - iv) Each Software Module stores and accepts dates indicating century
- d. This warranty shall not apply to failures of Product caused by:
 - i) physical abuse or use not consistent with operating instructions provided by FEITH.
 - ii) Modifications to the Product by other than FEITH'S personnel or agents in any way other than approved by the FEITH.

- iii) Repair by other than FEITH'S personnel or agent in a manner contrary to the maintenance instructions provided by FEITH.
 - e. Claims under the terms of this warranty shall be submitted in writing to the FEITH, and shall clearly state the nature and date of the claim.
 - f. FEITH shall bear the shipping expense for Product warranty returns.
 - g. THE FOREGOING WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES APPLICABLE TO THE Product AND ARE IN LIEU OF ALL OTHER WARRANTIES EITHER WRITTEN, ORAL, EXPRESS OR IMPLIED (INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION). THE FOREGOING SHALL CONSTITUTE THE SOLE REMEDY OF THE RESELLER AND THE SOLE LIABILITY OF THE FEITH FOR BREACH OF WARRANTY. THE FOREGOING WARRANTIES DO NOT APPLY TO ANY DAMAGE TO HARDWARE IN SHIPPING CAUSED BY ANY CARRIER.
- b) The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
 - c) Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number **215-540-5490** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from **9:00 AM** to **5:30 PM (EST)**.

4. SOFTWARE MAINTENANCE

X a. **Software Maintenance as a Service**

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

- b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). **PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.**

5. PERIODS OF MAINTENANCE

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days' written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for maintenance, the period of the maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the maintenance orders citing the new appropriation shall be required, if the maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE – NOT APPLICABLE

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to _____% of all term license payments during the period that the software was under a term license within the ordering activity.

7. TERM LICENSE CESSATION – NOT APPLICABLE

- a. After a software product has been on a continuous term license for a period of _____ * months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.
- b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

8. UTILIZATION LIMITATIONS

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

9. SOFTWARE CONVERSIONS

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license, the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license, conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

11. RIGHT-TO-COPY PRICING

Contractor does not offer this option on a commercial basis and therefore cannot offer it in connection with this Contract.

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 51-600 Electronic Records Management Solutions apply exclusively to IT Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

a. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

c. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

d. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Services.

9. INDEPENDENT CONTRACTOR

All IT Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

- (a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- (b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
 - (1) The offeror;
 - (2) Subcontractors; and/or
 - (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT SERVICES AND PRICING

1) Engineering Specialist

Education / Experience: Possesses a bachelor's degree from an accredited institution and five years of software engineering experience or a minimum of ten years without an advanced degree.

Functions: Services provided involve all areas of product design and coding, code modifications to existing products, testing for customer specific deliverables and releases, customer infrastructure review and assessment, integration of third-party products and solution analysis and review. Other services include network configurations and customer network troubleshooting, throughput benchmarking, security review and security integration services and low-level database code structuring and analysis, custom programming in support of Systems Engineer and requests for continuation of operations plans.

Qualifications: The Engineering Specialist resource will have experience in code programming in support of enhancements and changes to the Feith's core products. Knowledge in programming languages such as C, C++, Java, SQL is required. The resource will have experience in testing methodologies and will be capable of process analysis in formulating future product designs.

2) Systems Engineer

Education / Experience: Possesses a bachelor's degree with 2 years of related experience or a minimum of 5 years without an advanced degree.

Functions: Services provided involve the areas of process analysis, process design and specification development. SQL database coding, application development using vendor's configurable tools, database integrations, solution-specific testing, training and technical documentation are delivered. Additionally, technical services for support beyond the vendor's standard product maintenance agreement, system reconfigurations and storage migrations, and database optimizations are all services that are offered. Project management is provided as well.

Qualifications: The Systems Engineering resource will have knowledge of high level programming and application design. They will be experienced in Feith's main development environments including Workflow iQ and Forms iQ. They will be capable of creating workflows and forms as part of an integrated solution typically related to the customer's legacy applications. The Systems Engineer will have performed IT related services for a minimum of two years.

3) Support Technician

Education / Experience: Has an associate’s degree or a degree from a vocational technical school and 2 years of related experience. This may be substituted with a minimum of five years with only a high school or GED degree.

Functions: Services provided involve the areas of the physical installation and base level configurations of vendor’s software, third-party hardware, network connections, database configuration and installation specific documentation. Training on all of the standard software products falls within the requirements of work.

Qualifications: The Support Technician resource will have experience with SQL databases and system operating environments. Experience in analyzing and troubleshooting technical issues relating to Feith products functioning on various operating systems including Windows, Linux, Solaris, and UNIX and SQL databases is required. Training resources will have demonstrated mastery of the various Feith products and the ability to communicate verbally when training classes and in writing when creating documentation.

Labor Category	Education Level	Years Experience	GSA Hourly Rate w/IFF
Engineer Specialist	Bachelor's Degree	5 years	\$ 269.00
Systems Engineer w/Security Clearance	Bachelor's Degree	2 years	\$ 255.55
Systems Engineer	Bachelor's Degree	2 years	\$ 201.75
Support Technician	Associate Degree	2 years	\$ 156.92

**USA COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS**

PREAMBLE

Feith Systems and Software, Inc. provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To seek actively and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives which demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small-disadvantaged and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact

Mitch Farbstein
VP of Sales, Feith Systems and Software, Inc.
425 Maryland Drive
Fort Washington, PA 19034
Phone: 215-646-8000
Fax: 215-540-5495

BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

- 1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

- 2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

- (3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.

- (4) This BPA does not obligate any funds.

- (5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.

- (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING
“CONTRACTOR TEAM ARRANGEMENTS”

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to a ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors. Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.

PRICE LIST

BridgeLogiQ RMA iQ for eMail		GSA PRICE
PART NUMBER	PRODUCT NAME	
GBLEM-B	BridgeLogiQ RMA iQ for eMail - Entry Base Package	\$61,961.25
GBLEM-M	Mail boxes, each, up to 500	\$82.62
GBLEM-MPB	Maintenance Annual - Production - Entry Base Package	\$12,392.25
GBLEM-MTB	Maintenance Annual - Test - Entry Base Package	\$3,098.06
GBLEM-MMP	Maintenance Annual - Production only - price per Mail box	\$8.26
GBLEM-B5	BridgeLogiQ RMA iQ for eMail - 500 Mail Boxe Base Package	\$103,268.75
GBLEM-M5	add'nl mail boxes, each, up to 500 above Base	\$61.96
GBLEM-MPB5	Maintenance Annual - Production - 500 Mail box Base Package	\$20,653.75
GBLEM-MTB5	Maintenance Annual - Test - 500 Mail box Base Package	\$5,163.44
GBLEM-MPM5	Maintenance Annual - Production only - per Mail box (add'nl mail boxes 501-1,000)	\$6.20
GBLEM-B1K	BridgeLogiQ RMA iQ for eMail - 1,000 Mail Box Base Package	\$134,249.38
GBLEM-M1K	add'nl mail boxes, each, up to 9,000 above Base	\$24.78
GBLEM-MPB1K	Maintenance Annual - Production - 1,000 Mail box Base Package	\$26,849.88
GBLEM-MTB1K	Maintenance Annual - Test - 1,000 Mail box Base Package	\$6,712.47
GBLEM-MPM1K	Maintenance Annual - Production only - per Mail box (add'nl mail boxes 1,001-10,000)	\$2.48
GBLEM-B10K	BridgeLogiQ RMA iQ for eMail - 10,000 Mail Boxes	\$313,735.50
GBLEM-M10K	add'nl mail boxes, each, up to 15,000 above Base	\$10.88
GBLEM-MPB10K	Maintenance Annual - Production - 10,000 Mail box Base Package	\$62,747.10
GBLEM-MTB10K	Maintenance Annual - Test - 10,000 Mail box Base Package	\$15,686.78
GBLEM-MPM10K	Maintenance Annual - Production only - per Mail box (add'nl mail boxes 10,001-25,000)	\$1.09
GBLEM-B25K	BridgeLogiQ RMA iQ for eMail - 25,000 Mail Box Base Package	\$476,950.50
GBLEM-M25K	add'nl mail boxes, each, up to 25,000 above Base	\$8.70
GBLEM-MPB25K	Maintenance Annual - Production - 25,000 Mail box Base Package	\$95,390.10
GBLEM-MTB25K	Maintenance Annual - Test - 25,000 Mail box Base Package	\$23,847.53
GBLEM-MPM25K	Maintenance Annual - Production only - per Mail box (add'nl mail boxes 25,001-50,000)	\$0.65
GBLEM-B50K	BridgeLogiQ RMA iQ for eMail - 50,000 Mail Box Base Package	\$694,570.50
GBLEM-M50K	Additional mail boxes, each, up to 50,000 above Base	\$7.25
GBLEM-MPB50K	Maintenance Annual - Production - 50,000 Mail box Base Package	\$138,914.10
GBLEM-MTB50K	Maintenance Annual - Test - 50,000 Mail box Base Package	\$34,728.53
GBLEM-MPM50K	Maintenance Annual - Production only - per Mail box (add'nl mail boxes 50,001-100,000)	\$0.54

PRICE LIST

BridgeLogiQ RMA iQ for eMail		
PART NUMBER	PRODUCT NAME	GSA PRICE
GBLEM-B100K	BridgeLogiQ RMA iQ for eMail - 100,000 Mail Box Base Package	\$1,057,270.50
GBLEM-M100K	add'nl mail boxes, each, up to 150,000 above Base	\$5.08
GBLEM-MPB100K	Maintenance Annual - Production - 100,000 Mail box Base Package	\$211,454.10
GBLEM-MTB100K	Maintenance Annual - Test - 100,000 Mail box Base Package	\$52,863.53
GBLEM-MPM100K	Maintenance Annual - Production only - per Mail box (add'nl mail boxes 100,001-250,000)	\$0.38
BridgeLogiQ RMA iQ for eMail - 250,000 Mail Box Base Package		
GBLEM-B250K	BridgeLogiQ RMA iQ for eMail - 250,000 Mail Box Base Package	\$1,818,940.50
GBLEM-M250K	add'nl mail boxes, each, up to 250,000 above Base	\$3.63
GBLEM-MPB250K	Maintenance Annual - Production - 250,000 Mail box Base Package	\$363,788.10
GBLEM-MTB250K	Maintenance Annual - Test - 250,000 Mail boxBase Package	\$90,947.03
GBLEM-MPM250K	Maintenance Annual - Production only - per Mail box (add'nl mail boxes 250,001-500,000)	\$0.27
BridgeLogiQ RMA iQ for eContent		
PART NUMBER	PRODUCT NAME	GSA PRICE
GBLEC-B	BridgeLogiQ RMA iQ for eContent - Entry Base Package	\$61,961.25
GBLEC-M	Members, each, up to 500	\$103.27
GBLEC-MPB	Maintenance Annual - Production - Entry Base Package	\$12,392.25
GBLEC-MTB	Maintenance Annual - Test - Entry Base Package	\$3,098.06
GBLEC-MMP	Maintenance Annual - Production only - price per Member	\$10.33
BridgeLogiQ RMA iQ for eContent - 500 Member Base Package		
GBLEC-B5	BridgeLogiQ RMA iQ for eContent - 500 Member Base Package	\$113,595.63
GBLEC-M5	add'nl Members, each, up to 500 above base	\$78.48
GBLEC-MPB5	Maintenance Annual - Production - 500 Member Base Package	\$22,719.13
GBLEC-MTB5	Maintenance Annual - Test - 500 Member Base Package	\$5,679.78
GBLEC-MMP5	Maintenance Annual - Production only - per Member (add'nl Members 501-1,000)	\$7.85
BridgeLogiQ RMA iQ for eContent - 1,000 Member Base Package		
GBLEC-B1K	BridgeLogiQ RMA iQ for eContent - 1,000 Member Base Package	\$152,837.75
GBLEC-M1K	add'nl Members, each, up to 9,000 above base	\$33.05
GBLEC-MPB1K	Maintenance Annual - Production - 1,000 Member Base Package	\$0.00
GBLEC-MTB1K	Maintenance Annual - Test - 1,000 Member Base Package	\$30,567.55
GBLEC-MPM1K	Maintenance Annual - Production Only - per Member (add'nl Members 1,001-10,000)	\$7,641.89
GBLEC-MPM1K	Maintenance Annual - Production Only - per Member (add'nl Members 1,001-10,000)	\$3.30
BridgeLogiQ RMA iQ for eContent - 10,000 Member Base Package		
GBLEC-B10K	BridgeLogiQ RMA iQ for eContent - 10,000 Member Base Package	\$395,343.00
GBLEC-M10K	add'nl Members, each, up to 15,000 above base	\$14.51
GBLEC-MPB10K	Maintenance Annual - Production - 10,000 Members Base Package	\$79,068.60
GBLEC-MTB10K	Maintenance Annual - Test - 10,000 Member Base Package	\$19,767.15
GBLEC-MPM10K	Maintenance Annual - Production only - per Member (add'nl Members 10,001-25,000)	\$1.45

PRICE LIST

BridgeLogiQ RMA iQ for eContent		
PART NUMBER	PRODUCT NAME	GSA PRICE
GBLEC-B25K	BridgeLogiQ RMA iQ for eContent - 25,000 Member Base Package	\$612,963.00
GBLEC-M25K	add'nl Members, each, up to 25,000 above base	\$10.88
GBLEC-MPB25K	Maintenance Annual - Production - 25,000 Member Base Package	\$122,592.60
GBLEC-MTB25K	Maintenance Annual - Test - 25,000 Member Base Package	\$30,648.15
GBLEC-MPM25K	Maintenance Annual - Production only - per Member (add'nl Members 25,001-50,000)	\$0.82
GBLEC-B50K	BridgeLogiQ RMA iQ for eContent - 50,000 Member Base Package	\$886,438.80
GBLEC-M50K	add'nl Members, each, up to 50,000 above base	\$9.43
GBLEC-MPB50K	Maintenance Annual - Production - 50,000 Member Base Package	\$177,287.76
GBLEC-MTB50K	Maintenance Annual - Test - 50,000 Member Base Package	\$44,321.94
GBLEC-MPM50K	Maintenance Annual - Production only - per Member (add'nl Members 50,001-100,000)	\$0.71
GBLEC-B100K	BridgeLogiQ RMA iQ for eContent - 100,000 Member Base Package	\$1,356,498.00
GBLEC-M100K	add'nl Members, each, up to 150,000 above base	\$6.53
GBLEC-MPB100K	Maintenance Annual - Production - 100,000 Member Base Package	\$271,299.60
GBLEC-MTB100K	Maintenance Annual - Test - 100,000 Member Base Package	\$67,824.90
GBLEC-MPM100K	Maintenance Annual - Production only - per Member (add'nl Members 100,001-250,000)	\$0.49
GBLEC-B250K	BridgeLogiQ RMA iQ for eContent - 250,000 Member Base Package	\$2,335,788.00
GBLEC-M250K	add'nl Members, each, up to 250,000 above base	\$5.08
GBLEC-MPB250K	Maintenance Annual - Production - 250,000 Member Base Package	\$467,157.60
GBLEC-MTB250K	Maintenance Annual - Test - 250,000 Member Base Package	\$116,789.40
GBLEC-MPM250K	Maintenance Annual - Production only - per Member (add'nl Members 250,001-500,000)	\$0.38
BridgeLogiQ RMA iQ for eMail & eContent		
PART NUMBER	PRODUCT NAME	GSA PRICE
GBLRMA-B	BridgeLogiQ RMA iQ for eMail & eContent - Entry Base Package	\$61,961.25
GBLRMA-M	Members, each, up to 500	\$144.58
GBLRMA-MPB	Maintenance Annual - Production - Entry Base Package	\$12,392.25
GBLRMA-MTB	Maintenance Annual - Test - Entry Base Package	\$3,098.06
GBLRMA-MPM	Maintenance Annual - Production only - price per Member	\$14.46
GBLRMA-B5	BridgeLogiQ RMA iQ for eMail & eContent - 500 Member Base Package	\$134,249.38
GBLRMA-M5	add'nl Members, each, up to 500 above base	\$119.79
GBLRMA-MPB5	Maintenance Annual - Production - 500 Member Base Package	\$26,849.88
GBLRMA-MTB5	Maintenance Annual - Test - 500 Member Base Package	\$6,712.47
GBLRMA-MPM5	Maintenance Annual - Production only - per Member (add'nl Members 501-1,000)	\$11.98

PRICE LIST

PART NUMBER	BridgeLogiQ RMA iQ for eMail & eContent PRODUCT NAME	GSA PRICE
GBLRMA-B1K	BridgeLogiQ RMA iQ for eMail & eContent - 1,000 Member Base Package	\$194,145.25
GBLRMA-M1K	add'nl Members, each, up to 9,000 above base	\$45.44
GBLRMA-MPB1K	Maintenance Annual - Production - 1,000 Member Base Package	\$38,829.05
GBLRMA-MTB1K	Maintenance Annual - Test - 1,000 Member Base Package	\$9,707.26
GBLRMA-MPM1K	Maintenance Annual - Production Only - per Member (add'nl Members 1,001-10,000)	\$4.54
GBLRMA-B10K	BridgeLogiQ RMA iQ for eMail & eContent - 10,000 Member Base Package	\$529,542.00
GBLRMA-M10K	add'nl Members, each, up to 15,000 above base	\$21.76
GBLRMA-MPB10K	Maintenance Annual - Production - 10,000 Members Base Package	\$105,908.40
GBLRMA-MTB10K	Maintenance Annual - Test - 10,000 Member Base Package	\$26,477.10
GBLRMA-MPM10K	Maintenance Annual - Production only - per Member (add'nl Members 10,001-25,000)	\$2.18
GBLRMA-B25K	BridgeLogiQ RMA iQ for eMail & eContent Up To 50,000 Members	\$855,972.00
GBLRMA-M25K	add'nl Members, up to 25,000 above base	\$14.51
GBLRMA-MPB25K	Maintenance Annual - Production - 25,000 Member Base Package	\$171,194.40
GBLRMA-MTB25K	Maintenance Annual - Test - 25,000 Member Base Package	\$42,798.60
GBLRMA-MPM25K	Maintenance Annual - Production only - per Member (add'nl Members 25,001-50,000)	\$1.09
GBLRMA-B50K	BridgeLogiQ RMA iQ for eMail & eContent - 50,000 Member Base Package	\$1,218,672.00
GBLRMA-M50K	add'nl Members, each, up to 50,000 above base	\$13.06
GBLRMA-MPB50K	Maintenance Annual - Production - 50,000 Member Base Package	\$243,734.40
GBLRMA-MTB50K	Maintenance Annual - Test - 50,000 Member Base Package	\$60,933.60
GBLRMA-MPM50K	Maintenance Annual - Production only - per Member (add'nl Members 50,001-100,000)	\$0.98
GBLRMA-B100K	BridgeLogiQ RMA iQ for eMail & eContent - 100,000 Member Base Package	\$1,871,532.00
GBLRMA-M100K	add'nl Members, each, up to 150,000 above base	\$8.70
GBLRMA-MPB100K	Maintenance Annual - Production - 100,000 Member Base Package	\$374,306.40
GBLRMA-MTB100K	Maintenance Annual - Test - 100,000 Member Base Package	\$93,576.60
GBLRMA-MPM100K	Maintenance Annual - Production only - per Member (add'nl Members 100,001-250,000)	\$0.65
GBLRMA-B250K	BridgeLogiQ RMA iQ for eMail & eContent - 250,000 Member Base Package	\$3,177,252.00
GBLRMA-M250K	add'nl Members, each, up to 250,000 above base	\$6.53
GBLRMA-MPB250K	Maintenance Annual - Production - 250,000 Member Base Package	\$635,450.40
GBLRMA-MTB250K	Maintenance Annual - Test - 250,000 Member Base Package	\$158,862.60
GBLRMA-MPM250K	Maintenance Annual - Production only - per Member (add'nl Members 250,001-500,000)	\$0.49

PRICE LIST

BridgeLogiQ BPM Platform		
PART NUMBER	PRODUCT NAME	GSA PRICE
GBLP-B	BridgeLogiQ BPM Platform - Entry Base Package	\$82,615.00
GBLP-M	Members, each, up to 500	\$640.27
GBLP-MPB	Maintenance Annual - Production - Entry Base Package	\$16,523.00
GBLP-MTB	Maintenance Annual - Test - Entry Base Package	\$8,261.50
GBLP-MPM	Maintenance Annual - Production only - price per Member	\$64.03
GBLP-B5	BridgeLogiQ BPM Platform - 500 Member Base Package	\$353,632.50
GBLP-M5	add'nl Members, each, up to 500 above base	\$217.62
GBLP-MPB5	Maintenance Annual - Production - 500 Member Base Package	\$70,726.50
GBLP-MTB5	Maintenance Annual - Test - 500 Member Base Package	\$35,363.25
GBLP-MPM5	Maintenance Annual - Production only - per Member (add'nl Members 501-1,000)	\$21.76
GBLP-B1K	BridgeLogiQ BPM Platform - 1,000 Member Base Package	\$462,442.50
GBLP-M1K	add'nl Members, each, up to 9,000 above base	\$90.68
GBLP-MPB1K	Maintenance Annual - Production - 1,000 Member Base Package	\$92,488.50
GBLP-MTB1K	Maintenance Annual - Test - 1,000 Member Base Package	\$46,244.25
GBLP-MPM1K	Maintenance Annual - Production Only - per Member (add'nl Members 1,001-10,000)	\$9.07
GBLP-B10K	BridgeLogiQ BPM Platform - 10,000 Member Base Package	\$1,278,517.50
GBLP-M10K	add'nl Members, each, up to 15,000 above base	\$72.54
GBLP-MPB10K	Maintenance Annual - Production - 10,000 Members Base Package	\$255,703.50
GBLP-MTB10K	Maintenance Annual - Test - 10,000 Member Base Package	\$127,851.75
GBLP-MPM10K	Maintenance Annual - Production only - per Member (add'nl Members 10,001-25,000)	\$7.25
GBLP-B25K	BridgeLogiQ BPM Platform - 25,000 Member Base Package	\$2,366,617.50
GBLP-M25K	add'nl Members, each, up to 25,000 above base	\$36.27
GBLP-MPB25K	Maintenance Annual - Production - 25,000 Member Base Package	\$473,323.50
GBLP-MTB25K	Maintenance Annual - Test - 25,000 Member Base Package	\$236,661.75
GBLP-MPM25K	Maintenance Annual - Production only - per Member (add'nl Members 25,001-50,000)	\$2.72
GBLP-B50K	BridgeLogiQ BPM Platform - 50,000 Member Base Package	\$3,273,367.50
GBLP-M50K	add'nl Members, each, up to 50,000 above base	\$25.39
GBLP-MPB50K	Maintenance Annual - Production - 50,000 Member Base Package	\$654,673.50
GBLP-MTB50K	Maintenance Annual - Test - 50,000 Member Base Package	\$327,336.75
GBLP-MPM50K	Maintenance Annual - Production only - per Member (add'nl Members 50,001-100,000)	\$1.90
GBLP-B100K	BridgeLogiQ BPM Platform - 100,000 Member Base Package	\$4,542,817.50
GBLP-M100K	Members each, up to 150,000 above base	\$18.14
GBLP-MPB100K	Maintenance Annual - Production - 100,000 Member Base Package	\$908,563.50
GBLP-MTB100K	Maintenance Annual - Test - 100,000 Member Base Package	\$454,281.75

PRICE LIST

BridgeLogiQ BPM Platform		
PART NUMBER	PRODUCT NAME	GSA PRICE
GBLP-B100K	BridgeLogiQ BPM Platform - 100,000 Member Base Package	\$4,542,817.50
GBLP-M100K	Members each, up to 150,000 above base	\$18.14
GBLP-MPB100K	Maintenance Annual - Production - 100,000 Member Base Package	\$908,563.50
GBLP-MTB100K	Maintenance Annual - Test - 100,000 Member Base Package	\$454,281.75
GBLP-MPM100K	Maintenance Annual - Production only - per Member (add'nl Members 100,001-250,000)	\$1.36
BridgeLogiQ BPM Platform - 250,000 Member Base Package		
GBLP-B250K	BridgeLogiQ BPM Platform - 250,000 Member Base Package	\$7,263,067.50
GBLP-M250K	add'nl Members, each, up to 250,000 above base	\$10.88
GBLP-MPB250K	Maintenance Annual - Production - 250,000 Member Base Package	\$1,452,613.50
GBLP-MTB250K	Maintenance Annual - Test - 250,000 Member Base Package	\$726,306.75
GBLP-MPM250K	Maintenance Annual - Production only - per Member (add'nl Members 250,001-500,000)	\$0.82
BridgeLogiQ Case Management		
PART NUMBER	PRODUCT NAME	GSA PRICE
GBLCM-B	BridgeLogiQ Case Management - Entry Base Package	\$82,615.00
GBLCM-U	Users, each, up to 25	\$826.15
GBLCM-MPB	Maintenance Annual - Production - Entry Base Package	\$16,523.00
GBLCM-MTB	Maintenance Annual - Test - Entry Base Package	\$8,261.50
GBLCM-MPU	Maintenance Annual - Production only - price per Member	\$82.62
BridgeLogiQ Case Management - 25 User Base Package		
GBLCM-B25	BridgeLogiQ Case Management - 25 User Base Package	\$103,268.75
GBLCM-U25	add'nl Users, each, up to 75 above base	\$495.69
GBLCM-MPB25	Maintenance Annual - Production - 25 User Base Package	\$20,653.75
GBLCM-MTB25	Maintenance Annual - Test - 25 User Base Package	\$10,326.88
GBLCM-MPU25	Maintenance Annual - Production only - per User (add'nl Users 26 - 100)	\$49.57
BridgeLogiQ Case Management - 100 User Base Package		
GBLCM-B100	BridgeLogiQ Case Management - 100 User Base Package	\$140,445.50
GBLCM-U100	Additional Users, each up to 150 above base	\$413.08
GBLCM-MPB100	Maintenance Annual - Production - 100 User Base Package	\$28,089.10
GBLCM-MTB100	Maintenance Annual - Test - 100 User Base Package	\$14,044.55
GBLCM-MPU100	Maintenance Annual - Production only - per Users (add'nl Users 101-250)	\$41.31
BridgeLogiQ Case Management - 250 User Base Package		
GBLCM-B250	BridgeLogiQ Case Management - 250 User Base Package	\$177,723.00
GBLCM-U250	add'nl Users, each, up to 250 above Base	\$253.89
GBLCM-MPB250	Maintenance Annual - Productionm - 250 User Base Package	\$35,544.60
GBLCM-MTB250	Maintenance Annual - Test - 250 User Base Package	\$17,772.30
GBLCM-MPU250	Maintenance Annual - Production only - per User (add'nl Users 251-500)	\$25.39
BridgeLogiQ Case Management - 500 User Base Package		
GBLCM-B500	BridgeLogiQ Case Management - 500 User Base Package	\$241,195.50
GBLCM-U500	add'nl Users, each, up to 500 above base	\$181.35
GBLCM-MPB500	Maintenance Annual - Production - 500 User Base Package	\$48,239.10
GBLCM-MTB500	Maintenance Annual - Test - 500 User Base Package	\$24,119.55
GBLCM-MPU500	Maintenance Annual - Production only - per User (add'nl Users 501-1,000)	\$13.60

PRICE LIST

BridgeLogiQ RMA iQ for Physical Records		
PART NUMBER	PRODUCT NAME	GSA PRICE
GBLPR-B	BridgeLogiQ RMA iQ for Physical Records - Entry Base Package	\$82,615.00
GBLPR-M	Locations, up to 500	\$640.27
GBLPR-MPB	Maintenance Annual - Production - Entry Base Package	\$16,523.00
GBLPR-MTB	Maintenance Annual - Test - Entry Base Package	\$8,261.50
GBLPR-MPM	Maintenance Annual - Production only - price per Member	\$64.03
GBLPR-B5	BridgeLogiQ RMA iQ for Physical - 500 Location Base Package	\$353,632.50
GBLPR-M5	add'nl Locations, each, up to 500 above base	\$217.62
GBLPR-MPB5	Maintenance Annual - Production - 500 Location Base Package	\$70,726.50
GBLPR-MTB5	Maintenance Annual - Test - 500 Location Base Package	\$35,363.25
GBLPR-MPM5	Maintenance Annual - Production only - per Location (add'nl Locations 501-1,000)	\$21.76
GBLPR-B1K	BridgeLogiQ RMA iQ for Physical Records - 1,000 Location Base Package	\$462,442.50
GBLPR-M1K	add'nl Locations, each, up to 9,000 above base	\$90.68
GBLPR-MPB1K	Maintenance Annual - Production - 1,000 Location Base Package	\$92,488.50
GBLPR-MTB1K	Maintenance Annual - Test - 1,000 Location Base Package	\$46,244.25
GBLPR-MPM1K	Maintenance Annual - Production Only - per Location (add'nl Locations 1,001-10,000)	\$9.07
Professional Services		
PART NUMBER	PRODUCT NAME	GSA PRICE
G1PSALL	Professional Services – Labor Category 1 Engineer Specialist	\$269.00
G2CPSALL	Professional Services – Labor Category 2 Systems Engineer w/Security Clearance	\$255.55
G2PSALL	Professional Services – Labor Category 2 Systems Engineer	\$201.75
G3PSALL	Professional Services – Labor Category 3 Support Technician	\$156.92

Software License and Services Agreement

Between

FEITH SYSTEMS AND SOFTWARE, INC.

And

GSA CUSTOMER

Contents

SECTION I GENERAL TERMS	32
1. Definitions	32
2. Term of Agreement	32
3. Purchase Orders	33
4. Confidential Treatment of Proprietary Information	33
5. Publicity	34
6. Limitation of Liability	34
7. Disputes, Choice of Law, and Submission to Jurisdiction	35
8. Termination	35
9. General Provisions	35
SECTION II PRODUCT LICENSE	37
1. Licensing of Product, Supply of Licensed Software	37
2. License	37
3. Product Warranty	38
SECTION III PROFESSIONAL SERVICES	40
1. Definitions	40
2. Professional Services Offered	40
3. Statement of Work	40
4. Warranty	40
SECTION IV TECHNICAL SUPPORT AND PRODUCT MAINTENANCE	41
1. Definitions	41
2. Responsibilities of FEITH	41
3. Support Not Covered By This Agreement	42
4. Support Center	Error! Bookmark not defined.
5. Product Updates	43
6. CUSTOMER Responsibilities	44
7. Hardware	45
8. Start of Support Services	46
9. Renewal of Annual Support	46

This Agreement is made by and between FEITH SYSTEMS AND SOFTWARE, INC., ("FEITH") a corporation organized under the laws of the Commonwealth of Pennsylvania with its principal place of business at 425 Maryland Drive, Fort Washington, Pennsylvania 19034, and the GSA Customer ("CUSTOMER"), a Government agency or instrumentality or authorized Government user.

This Agreement will become effective on the latest date that either party has affixed their signature to this Agreement.

SECTION I GENERAL TERMS

1. Definitions

- a. The term "Product(s)" means the compilation of individual Feith Document Database (FDD) Software Modules as listed in the GSA Schedule Pricelist. BridgeLogiQ is the Marketing designation and BridgeLogiQ and FDD are interchangeable when referring to Feith Product. Product may also include third-party Integrated Products.
- b. A "Software Module" means a single Product item listed in an applicable GSA Customer Purchase Order ("Order").
- c. "Integrated Product(s)" means any non-FDD Product integrated into the individual FDD Software Modules that are offered and supported by Feith, but are not Feith authored Products.
- d. "Non-Integrated Product(s)" means any software or hardware acquired by FEITH on behalf of CUSTOMER that is not Product or Integrated Product. This includes all computer related hardware, peripheral devices, operating systems, databases, and any other item not specifically defined as Product or Integrated Product in the GSA Schedule Pricelist.
- e. "Service(s)" is defined as Feith resources required to support, enhance or implement Product(s) including Technical Support and Professional Services.

2. Term of Agreement

This Agreement shall remain in force for a period of time commencing on the date that this Agreement is executed until a time that this Agreement is terminated pursuant to the FAR, the underlying GSA Schedule Contract and/or any GSA Customer Purchase Order ("Order").

3. Purchase Orders

- a. Purchase orders issued by CUSTOMER must be in writing and conform to the requirements stated in Federal Acquisition Regulation (FAR) 8.406-1(d).
- b. In the event that FEITH identifies any limitations, corrections or conditions related to its acceptance of the order, a written notification will be sent to CUSTOMER stating the necessary changes. CUSTOMER shall have the right to confirm or reject same and shall notify FEITH of their intent to continue the purchase.

4. Confidential Treatment of Proprietary Information

- a. For the purpose of this Agreement, "Proprietary Information" means any and all information which either party designates in writing as such except: (i) information rightfully in the public domain; (ii) information independently developed by the receiving party without the benefit of disclosure from the other party; and (iii) information which becomes rightfully known to the receiving party, without restrictions as to confidentiality or use, from a source other than the other party.
- b. FEITH and CUSTOMER agree (i) to exercise reasonable care not to divulge any Proprietary Information, such care to be commensurate with the care exercised with respect to the protection of its own Proprietary Information; (ii) to restrict the use of Proprietary Information to matters related to the purposes of this Agreement; (iii) to restrict access to Proprietary Information to employees, agents, consultants and/or independent contractors (collectively referred to as "personnel," hereinafter) whose access is necessary to the implementation of this Agreement; and (iv) to require employees receiving access to Proprietary Information to agree in writing not to use such Information for any purpose other than the purposes of this Agreement and not to disclose Proprietary Information to any person without the express approval of the other. When the end user is an instrumentality of the U.S. Government, neither this EULA nor the Schedule Pricelist shall be deemed "Confidential Information" notwithstanding marking to that effect. Notwithstanding anything in this Agreement to the contrary, the GSA Customer may retain such Confidential Information as required by law, regulation or its bona fide document retention procedures for legal, regulatory or compliance purposes; provided however, that such retained Confidential Information will continue to be subject to the confidentiality obligations of this Agreement.
- c. The undertakings contained in this Section shall survive any expiration or termination of this Agreement for five (5) years.

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- d. In the event that either FEITH or CUSTOMER desires to use any Proprietary Information outside the scope of this Agreement, they shall obtain written authorization for same in advance from the other.

5. Publicity

CUSTOMER or FEITH is not authorized to use the other party's name, any abbreviation thereof, its logotype or other trademarks in general mass distribution of printed materials without the other party's prior written approval. Any and all publicity must meet the requirements stated in GSAR 552.203-71.

6. Limitation of Liability

Force Majeure. Pursuant to FAR 52.212-4(f), the parties shall be liable for default unless nonperformance is caused by an occurrence beyond its reasonable control and without its fault or negligence such as acts of God, or the public enemy, acts of Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather and delays of common carriers. The party claiming a force majeure event shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

Any provisions of this Agreement to the contrary notwithstanding, in no event shall Feith's liability under or arising out of this Agreement, whether based upon material breach of contract, warranty, negligence, gross negligence, strict liability, negligent misrepresentation or otherwise, include any special, indirect, incidental, consequential, exemplary or punitive damages of any kind whatsoever, or include claims for loss of use, loss of business, use of data, or loss of profits, all of the foregoing which are acknowledged by the parties as specifically excluded from Feith's liability even if Feith was advised of the possibility of such potential loss or damage. The liability of Feith arising hereunder or out of the supplying of Product or its use, whether based upon warranty, contract, negligence, strict liability, negligent misrepresentation or otherwise, shall not in any case exceed the original cost to GSA Customer of such Product(s).

Any provisions of this Agreement to the contrary notwithstanding, in no event shall the GSA Customer's liability under or arising out of this Agreement, whether based upon material breach of contract, negligence, gross negligence, strict liability, negligent misrepresentation or otherwise, include any special, indirect, incidental, consequential, exemplary or punitive damages of any kind whatsoever, or include claims for loss of use, loss of business, or loss of profits, all of the foregoing of which are acknowledged by the parties as specifically excluded from the GSA Customer's liability even if the GSA Customer was advised of the possibility of such potential loss of damages. The foregoing exclusion/limitation of liability shall not apply (1) to personal injury or death

caused by contractor's negligence; (2) for fraud; (3) for express remedies under the law or the contract; or (4) for any other matter for which liability cannot be excluded by law.

Infringement Indemnification. FEITH, at its own expense, agrees to indemnify and hold CUSTOMER harmless against claims of infringement of a patent, copyright, trademark or proprietary right or for misappropriation of trade secrets, in any such case arising from Products provided by FEITH hereunder, provided CUSTOMER (i) gives FEITH prompt written notice of such claims, (ii) permits Feith to intervene in any litigation, at its own expense, through counsel of its choosing and (iii) Feith provides the Government with all reasonable assistance in defending or settling the claims. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

7. Disputes, Choice of Law, and Submission to Jurisdiction

- a. The interpretation, construction, performance and enforcement of this Agreement shall be governed by the substantive Federal law of the United States exclusive of its choice of law provisions.
- b. Jurisdiction and venue will be determined by the applicable federal statute.

8. Termination

When the end user is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be made as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Feith shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

9. General Provisions

Each party acknowledges and agrees that it is not the partner, joint venturer, agent, legal representative, or employee of the other. Neither party is granted the right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of the other or to bind the other in any manner to anything whatsoever.

- a. Neither CUSTOMER nor FEITH shall assign or otherwise transfer its rights and obligations under this Agreement, without the written consent of the other. Assignment by Feith is subject to FAR 52.232-23 "Assignment of Claims" (Jan. 1986) and FAR subpart 42.12 "Novation and Change-of-Name Agreements" (Sep. 2013).
- b. This Agreement may not be modified except by a written instrument signed by both parties.

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- c. Notices and other communications related to the specific performance of the terms and conditions of this Agreement shall be deemed given upon being sent, in writing, by certified first class mail postage prepaid, or by courier-delivered mail, addressed to the receiving party at its address stated in an applicable Order or to such other address as it may have designated by notice in the manner hereby required. Notices and other communications related to purchase orders, technical support inquiries, Professional Services deliverables, etc. may be in the form of written correspondence, e-mail, fax or electronic files.
 - d. THIS AGREEMENT, THE UNDERLYING GSA SCHEDULE CONTRACT, THE SCHEDULE PRICELIST AND ANY APPLICABLE ORDERS CONSTITUTE THE ENTIRE AND EXCLUSIVE AGREEMENT OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDE ALL PROPOSALS, ORAL OR WRITTEN, AND ALL NEGOTIATIONS, CONVERSATIONS OR DISCUSSIONS BETWEEN THE PARTIES RELATED TO THIS AGREEMENT. THIS AGREEMENT, HOWEVER SHALL NOT TAKE PRECEDENCE OVER THE TERMS OF THE UNDERLYING GSA SCHEDULE CONTRACT OR ANY SPECIFIC, NEGOTIATED TERMS ON THE GSA CUSTOMER'S PURCHASE ORDER. CUSTOMER ACKNOWLEDGES THAT IT HAS NOT BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY ANY REPRESENTATIONS OR STATEMENTS, ORAL OR WRITTEN, NOT EXPRESSLY CONTAINED HEREIN INCLUDING STATEMENTS OR REPRESENTATIONS CONTAINED IN GENERAL SALES, LITERATURE OR MADE BY SALES PERSONNEL.
 - e. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired.
 - f. The failure by either party to enforce at any time or for any period of time any one or more of the terms or conditions of this Agreement shall not be a waiver of such terms or conditions or of that party's right thereafter to enforce each and every term and condition of this Agreement.
 - g. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, agents, permitted successors and permitted assigns.
 - h. Both parties agree that neither will solicit, nor in any way, seek to hire the services of the other's employees during the term of this Agreement.

This Agreement may be executed in several counterparts, including counterparts and signatures thereof transmitted by facsimile, and each such counterpart shall be deemed for all purposes an original executed copy of this Agreement.

SECTION II PRODUCT LICENSE

1. Licensing of Product, Supply of Licensed Software

Subject to the terms and conditions of this Agreement, FEITH agrees to license the Product to CUSTOMER, as specified in an applicable Order, and CUSTOMER accepts the grant of the License to the Product, which Product shall be supplied by FEITH, when properly ordered pursuant to FAR 8.406-1(d). The CUSTOMER may, from time to time, license additional Products pursuant to the execution of a new or modified Order and the provisions of this Agreement shall then also apply to such other Products.

2. License

- a. CUSTOMER hereby acknowledges that all software, microcode and documentation delivered in any form hereunder with the Products or for use with the Products, including but not limited to disks, chips, source codes, switch settings and the like (such software, microcode, firmware and documentation being collectively referred to herein as "Software") are proprietary products of FEITH protected by the copyright laws and otherwise, and embody proprietary trade secrets of FEITH, and constitute Proprietary Information intended only to increase the utilization and effectiveness of the Product. Such Software is not to be used or dealt with by CUSTOMER except in accordance with and subject to the restrictions of the License set forth in this Section II.
- b. Nothing in the Agreement is intended or shall be construed to convey title in the Software to CUSTOMER or others, or to convey any right or interest whatsoever in the Software other than the License hereby created, and FEITH expressly reserves title and all rights appurtenant thereto in and to the Software. 48CFR 52.277-14 – Rights in data—General: “Restricted Computer Software”
- c. Subject to the foregoing, FEITH hereby grants to the CUSTOMER a fully paid, royalty-free, perpetual, nontransferable, nonexclusive license to use the Software licensed by CUSTOMER. Any server software, as specified in the applicable Order, delivered by FEITH is licensed only for a single server. In the event that the server is replaced, the license can be transferred to the new server. The original server copy must then be deleted. If a multiple server configuration is used, a single copy of any FDD module may run on a single Server in that configuration. Client PC software may be loaded on an unlimited number of PCs with concurrent access limited by the number of paid client licenses. Except as provided elsewhere herein, the License granted hereby specifically excludes: (i) the right to copy or permit the copying of Software onto magnetic tape, disks or any other medium by licensed or unlicensed parties except for the purpose of making backup copies, (ii) the right to sell, sublicense or distribute the Software, or to use or deliver the Software separate from Product purchased from FEITH hereunder, and (iii) the right to modify, change or create derivative works from the Software.

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- d. CUSTOMER agrees not to decompile, disassemble or reverse engineer the Software and will not permit others to do so. CUSTOMER further agrees to use its best efforts to protect FEITH'S proprietary rights in and to the Software, not to disclose any of FEITH'S Proprietary Information related to the Software to any third parties except as provided above, and to limit the use of the licensed Software in accordance with the restrictions of the License set forth in this Section II.
 - e. In the event that CUSTOMER elects to additionally operate the Software on a Test Server (a non-production server used only for testing Licensed software), CUSTOMER may install a copy of the Software on the Test Server pursuant to the execution of a new or modified Order. If Customer installs Software modules on the Test Server, CUSTOMER must also order maintenance for such Software modules at the price indicated in the GSA Schedule Pricelist. CUSTOMER agrees not to place the Test Server into a production mode. The Test Server License includes a three (3) user client license at no charge. Additional client licenses may be ordered pursuant to the execution of a new or modified Order. In the event that the Software Modules contain Integrated Products, CUSTOMER will purchase the third-party software license. CUSTOMER may incur Professional Service charges necessary to complete the Test Server installation.
 - f. In the event any person or entity violates or threatens to violate this End User License Agreement, CUSTOMER will advise FEITH of such violation or threat to violate this Agreement and exercise reasonable diligence to enforce such agreement; and CUSTOMER will, on request, advise and consult with FEITH concerning such enforcement.
 - a. The undertakings contained in this Section II shall survive any expiration or termination of this Agreement for five years.

3. Product Warranty

- a. FEITH warrants that upon completion of the initial physical Product installation at CUSTOMER'S designated location, Product will, for a sixty (60) day period be free from defects in materials, parts, and workmanship. FEITH will fix any problems determined to adversely affect the functionality of the Product in a timely fashion. After the expiration of the Warranty Period, Product will be covered under the standard Technical Support and Product Maintenance, if ordered, pursuant to Section IV of this Agreement. Product licensed after the initial installation receives no Product Warranty and will be covered under the standard annual Technical Support and Product Maintenance Agreement.
- b. In the event that CUSTOMER purchases hardware from FEITH, the standard manufacturer's hardware warranty and, if elected, optional extended hardware warranty for maintenance, which may include on-site and extended hours of coverage, begins upon the acceptance of equipment

to either CUSTOMER'S or FEITH'S facilities as stated in the FAR and the underlying GSA Schedule Contract. Ordering the Extended Hardware Warranty will involve additional charges according to the prices stated in the GSA Schedule Pricelist.

- c. This warranty shall not apply to failures of Product caused by:
 - i. CUSTOMER'S physical abuse or use not consistent with operating instructions provided by FEITH.
 - ii. Modifications to the Product by other than FEITH'S personnel or agents in any way other than approved by the FEITH.
 - iii. Repair by other than FEITH'S personnel or agent in a manner contrary to the maintenance instructions provided by FEITH.
- d. Claims under the terms of this warranty shall be submitted in writing to FEITH, and shall clearly state the nature and date of the claim.
- e. FEITH shall bear the shipping expense for hardware warranty returns.

THE FOREGOING WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES APPLICABLE TO THE PRODUCT AND ARE IN LIEU OF ALL OTHER WARRANTIES EITHER WRITTEN, ORAL, EXPRESS OR IMPLIED (INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION). THE FOREGOING SHALL CONSTITUTE THE SOLE REMEDY OF THE CUSTOMER AND THE SOLE LIABILITY OF THE FEITH FOR BREACH OF WARRANTY. THE FOREGOING WARRANTIES DO NOT APPLY TO ANY DAMAGE TO HARDWARE IN SHIPPING CAUSED BY ANY CARRIER.

SECTION III PROFESSIONAL SERVICES

1. Definitions

The following shall be the definitions of various terms to be used throughout this Agreement.

- a. “Professional Services” – means technical and support services from Feith that are not already covered in any other Feith Agreement between CUSTOMER and FEITH.
- b. “Statement of Work” (SOW)– means a written document between FEITH and CUSTOMER delineating the services and price to deliver said services by FEITH to CUSTOMER.
- c. “Time and Materials” - means the payment due to Feith for Professional Services of any kind, including travel, lodging, telephone connection, etc. not specifically covered under this Agreement.

2. Professional Services Offered

Feith will provide Professional Services to CUSTOMER that may cover Product, Integrated Product and Non-integrated Product offerings. Work performed by Feith in an effort to meet CUSTOMER requirements related to any of the above that are not explicitly covered as part of either the Software and License or Technical Support and Product Maintenance Sections will be ordered at hourly rates specified in the GSA Schedule Pricelist for Professional Services pursuant to the execution of a new or modified Order.

3. Statement of Work

If the Contracting Officer requires a Statement of Work (“SOW”), Feith will provide to CUSTOMER a SOW as specified in FAR 8.405-2(b). Pursuant to FAR 8.405-2(b), the SOW shall include a description of the work to be performed, location of the work, period of performance, deliverable schedule, applicable performance standards, and any special requirements (e.g. Security clearances, special knowledge).

Changes to the SOW may be made by CUSTOMER pursuant to the FAR and the underlying GSA Schedule Contract.

4. Warranty

Feith warrants that upon the initial delivery of the Professional Services, CUSTOMER will have thirty (30) days to determine whether the items in an applicable Order or SOW were completed and delivered to CUSTOMER. Upon written notification to Feith by CUSTOMER that certain items in the SOW were not completed, or are not working properly, Feith will review with CUSTOMER the specific issues and correct them in a scheduled timeframe.

SECTION IV TECHNICAL SUPPORT AND PRODUCT MAINTENANCE

1. Definitions

- a. "Support" - means services provided directly to CUSTOMER by FEITH to resolve Product operational problems and malfunctions.
- b. "Supported Software" - means Product or Integrated Product contracted through FEITH as stated in an applicable Order.
- c. "Hardware" - includes any third-party device such as servers, PCs, scanners, jukeboxes and communications equipment that is used in support of Products.
- d. "Product Update" - means a revision to the Product or Operations Manual designed to correct an error or improve product performance.
- e. "New Release" - means a new version of a FEITH Product that may include Error Corrections and/or Enhancements.
- f. "Enhancements" - any modification or addition that when made or added to a specific FEITH Product, materially changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction.
- g. "Support Contact" - means CUSTOMER'S qualified representatives with whom FEITH communicates when providing support services. The Support Contact should be knowledgeable about how Products are being used and the operating environment in which they function.
- h. "An Error" - A Product function which is inconsistent with the Operations Manual.
- i. "An Error Correction" – A Product problem fix that makes the Product function consistent with the Operations Manual.

2. Responsibilities of FEITH

FEITH will provide the following Support services for all Products and Integrated Products purchased from FEITH as listed in an applicable Order.

- a. FEITH shall investigate any Error in the Products reported by CUSTOMER. If FEITH'S investigation reveals a defect, or malfunction in the Products, FEITH will make its best effort to correct the Error, provide Product Updates, or work out a reasonable alternative with CUSTOMER.

Examples of reasonable alternatives include, but are not limited to, provision of a temporary correction or a method of temporarily circumventing the Error.

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- b. FEITH shall investigate any Error in any Integrated Product reported by CUSTOMER. If FEITH'S investigation reveals a defect or malfunction in the Integrated Product, FEITH will make its best effort to either directly, or in consultation with the third-party vendor, correct the Error, provide Product Updates, or work out a reasonable alternative with CUSTOMER. In the event that the Error in the Integrated Product cannot be corrected, FEITH has the right to substitute another third-party or FEITH developed product in its place at no additional charge to CUSTOMER.

All Integrated Products are provided as third-party components and are maintained only in support of specifically related Product functionality with CUSTOMER entitled to standard third-party, no cost upgrades. Third party upgrades, for which there is a charge, must be ordered pursuant to the execution of a new or modified Order.

- c. In the event that a support call problem is not covered, CUSTOMER will be immediately notified that the call is not be a covered Service. FEITH Support will then request CUSTOMER to execute a new or modified Order for the support call. After the new or modified Order is received, then FEITH will commence further investigation into the problem.

3. Support Not Covered By This Agreement

In the event that FEITH provides Support for any of the following, it will be offered as chargeable support subject to the execution of a new or modified Order:

- a. Hardware related problems unless maintenance for hardware is contracted directly through FEITH;
- b. Products or Integrated Products were altered or modified by CUSTOMER;
- c. Database applications and tables not directly created and used for the Products;
- d. Software not specifically incorporated into the Agreement as specified in the GSA Schedule Pricelist or problems with Product caused by Non-Integrated Products not covered under this Agreement;
- e. Product that has been superseded by a New Release that has been offered to CUSTOMER for more than six (6) months and notice to CUSTOMER of discontinued standard maintenance support has been provided;
- f. Product problems resulting from hardware malfunction such as disk crashes;
- g. Supplemental System Administration Services normally provided by CUSTOMER'S Technical Staff as further defined in Section 6 CUSTOMER Responsibilities;
- h. Business process design and discovery

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- i. Problems arising from network connectivity such as LAN/WAN, Internet, wiring, routers, firewalls;
 - j. Product Support outside the scope of this Agreement.
 - i) Database performance tuning
 - ii) Database Upgrade Services (Installation & Integration)
 - iii) Migration of the System (e.g. moving Database or Product to a new Server)
 - iv) Problems resulting from failure to upgrade per FEITH specifications
 - v) Custom documentation
 - vi) Desktop support
 - vii) Network support
 - k. Professional Services solutions

4. Support Center

FEITH will maintain a telephone Help Desk service to enable CUSTOMER to obtain a quick response to its Support problems. Telephone Help Desk support will be available weekdays, excluding holidays between 9:00 a.m. and 5:00 p.m. (Eastern Time) at (215) 540-5490. Alternatively, CUSTOMER may use electronic mail, facsimile, or the postal mail to communicate with FEITH for support. FEITH will respond to a CUSTOMER Support call within four (4) hours or less of the initial report of a problem. When appropriate, support staff will provide an estimate of how long it will take to resolve the problem. The staff will then keep CUSTOMER informed of the progress of Product problem resolution.

In the event that FEITH Support cannot reach CUSTOMER'S Support Contact (or someone appointed in his or her absence) after three telephone calls within a three-day period, the call will be closed and FEITH will take no further action.

A critically important element of the delivery of support is FEITH'S remote access to CUSTOMER'S system subject to Government security requirements and through a consistent, efficient network connection that is compatible with CUSTOMER'S security and network policies and procedures. This interface will allow FEITH to directly diagnose and correct problems on CUSTOMER'S System in a timely fashion.

5. Product Updates

FEITH will post Product Updates at its site. In most cases, Product Updates will be distributed electronically. There will be no extra charge for the Product Update. FEITH periodically issues New Releases that supersede older versions. FEITH will

offer CUSTOMER a New Release of the licensed supported Product when it is available. The New Release will be made available electronically to CUSTOMER. CUSTOMER, at its election, can either install the new software directly or with FEITH'S support. CUSTOMER is not required to install the New Release.

Upgrades to Products licensed by CUSTOMER while under the Maintenance Agreement will be at no charge for the upgraded Product. Installation by FEITH Support of the upgraded Product is subject to the execution of a new or modified Order. Enhancements to the Product, resulting in the creation of a new, separately priced offering as listed in the GSA Schedule Pricelist may be ordered pursuant to the execution of a new or modified Order.

In the event that a New Release of an Integrated Product is made available by the third-party at no charge, FEITH will provide same to CUSTOMER. If the New Release is required to effectively support the Product, and is chargeable, CUSTOMER may order it pursuant to the execution of a new or modified Order.

A New Release for a Non-Integrated Products, such as the SQL Database, will be provided to CUSTOMER through FEITH if a maintenance contract with FEITH is in effect. Maintenance and Support on Non-Integrated Products entitles CUSTOMER to the same level of support and upgrade protection as if CUSTOMER had directly contracted with the Non-Integrated Product's manufacturer. If the New Release is required to effectively support the Product, and is chargeable, CUSTOMER may order it pursuant to the execution of a new or modified Order.

6. CUSTOMER Responsibilities

CUSTOMER agrees to limit its use of FEITH Support to occasions when the FEITH Products or Integrated Products fail to work as set forth in the Operations Manual. CUSTOMER agrees to furnish descriptions of malfunctions in the form requested by FEITH Support staff and to assist FEITH'S efforts to duplicate the problem. CUSTOMER also agrees to provide a Support Contact and an alternate, through whom all support calls must be made. The names of these individuals, and their contact information, will be provided to FEITH prior to the commencement of Services.

CUSTOMER and FEITH understand and agree that Administration and Support for the Products listed an applicable Order requires participation by CUSTOMER'S technical personnel working in conjunction with FEITH. In order to resolve problems efficiently, FEITH Support requires that CUSTOMER provide either a System Administrator or high-level technical person as the CUSTOMER contact for both reporting problems and on-line resolution. If it is determined by FEITH Support during a support call that the CUSTOMER'S contact is not of the proper level to assist in defining and/or resolving the issue with FEITH'S assistance, then FEITH Support may suspend support until an appropriate CUSTOMER representative is available. If none can be made available, FEITH Support may request authorization to charge for any excess time required due to the absence of a qualified CUSTOMER representative.

CUSTOMER will use its best efforts to make the following resources available

as needed:

Resource/Requisite Knowledge	Responsibilities
DATABASE ADMINISTRATOR	<ol style="list-style-type: none">1) System Configuration2) Table design and maintenance3) Performance tuning4) Backup & Recovery5) Disk Storage Management
SYSTEM ADMINISTRATOR <ul style="list-style-type: none">• Ability to use editors• Ability to transfer files over TCP/IP network	<ol style="list-style-type: none">1) System Integration2) Tracking and installation of licensed software3) Peripheral configuration4) File system management-creation & management of files5) Backup and restoration of data
NETWORK ADMINISTRATOR <ul style="list-style-type: none">• Knowledge and familiarity with tools needed to determine proper connectivity	<ol style="list-style-type: none">1) Installation and configuration of network2) Support of multi-protocol LAN/WAN environment
DESKTOP SUPPORT	<ol style="list-style-type: none">1) Installation and integration of PC Hardware2) Internet browser support3) Establishment of client and administration network connectivity
LEGACY APPLICATION SUPPORT (if applicable)	<ol style="list-style-type: none">1) Provide ongoing information and expertise required relating to the legacy application to support the integration with FDD

In the event that CUSTOMER resources are not available, they may be provided by FEITH pursuant to the execution of a new or modified Order.

CUSTOMER is responsible for providing dial-in connectivity via a non-chargeable access method such as a Virtual Private Network (VPN), 800-telephone number or the Internet.

7. Hardware

As a convenience to its CUSTOMERS, FEITH offers “one-call” service on Hardware purchased from FEITH. At CUSTOMER’S option, CUSTOMER may engage FEITH to coordinate the support and maintenance of Hardware. FEITH, in turn will contract either directly with the manufacturer or a third-party service provider for support of Hardware. In all cases, FEITH will pass on to CUSTOMER the Hardware Manufacturer’s Warranty. Warranty on Hardware begins upon acceptance either at CUSTOMER’S facility, or delivery to FEITH if off-site integration is required.

Upon CUSTOMER notification to FEITH, and FEITH Support verification of a Hardware problem, FEITH will dispatch a call to the contracted Hardware service provider. Depending on the contracted service response time, the Hardware service provider will then be responsible to complete the service call. FEITH will work with

the service provider in solving any Product/Hardware conflicts that may arise. All Hardware related problems are the responsibility of the contracted service provider. FEITH assumes no additional liability whatsoever for the repair or replacement of said Hardware.

Any Hardware service call that is required due to misuse of or damage to the equipment must be ordered pursuant to the execution of a new or modified Order.

FEITH is not responsible for any Hardware purchased by CUSTOMER from any third-party source. Any FEITH Support required for non-FEITH purchased Hardware must be ordered pursuant to the execution of a new or modified Order.

8. Start of Support Services

Technical Support and Product Maintenance will commence upon the expiration of the Product Warranty specified in the Software License Section of this Agreement. Services will remain in effect for a period of one (1) year, unless terminated by either party in accordance with the FAR, the underlying GSA Schedule Contract and/or any applicable Orders.

9. Renewal of Annual Support

For Product and Integrated Product Support CUSTOMER will pay to FEITH the yearly sum specified in the Order based upon the GSA Schedule Pricelist. Each period of maintenance will be subject to the execution of a new or modified Order.