

AUTHORIZED
INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES

Special Item No. 132-33 Perpetual Software Licenses

- **EMSolution®** - Microsoft SharePoint web template management system designed to conform with ISO 9001, ISO 14001, OHSAS 18001 requirements
- **EMSolution Tracker** – Microsoft .NET application and SQL database intended to simplify, streamline and standardize tracking and completion of environmental compliance obligations and compliance audit findings and corrective actions.
- **EMSolution Incident Manager** -- Microsoft .NET application and SQL tracking database that allows users to report, investigate and respond to incidents (e.g. accidents, injuries, spills, releases) that occur throughout an organization.
- **EMSolution NEPA Manager** – Microsoft .NET application and SQL database that provides users with an automated NEPA review process that facilitates reviews of proposed actions that may result in changes to the organization or that trigger compliance requirements.
- **EMSolution Program Manager** – Microsoft .NET application and SQL database that enables Program Managers to efficiently manage critical program elements, including documents (plans, programs, procedures, etc.), goals, projects and consultations, in a single, integrated tool.

Special Item No. 132-34 Maintenance of Software as a Service

- Solution Foundry support to customize and integrate licensed applications on customers IT network.

The Solution Foundry, LLC
2230 Town Lake Pkwy, Building 900, Suite 210
Woodstock, GA 30189
(770) 517-1517
www.solutionfoundry.com

Contract Number: GS-35F-0023W

Period Covered by Contract: 16 OCT 09 – 15 OCT 14

General Services Administration
Federal Acquisition Service

Pricelist current through Modification # A308, dated 28 JAN 13.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System (<http://www.gsadvantage.gov>).

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1.0 Information for Ordering Activities Applicable To All Special Item Numbers

1.1 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 micropurchase 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!™ on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ 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 micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1.2 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.

For Special Item Number 132-53 Wireless Services ONLY, if awarded, list the limited geographic coverage area: _____

1.3 CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

The Solution Foundry, LLC
2230 Town Lake Pkwy
Building 900, Suite 210
Woodstock, GA 30189
www.solutionfoundry.com

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency will agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). 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: (770) 517-1517, extension 10.

1.4 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.

1.5 STATISTICAL 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: 01-8487319

Block 30: Type of Contractor - B. Other Small Business

Block 31: Woman-Owned Small Business - No

Block 36: Contractor's Taxpayer Identification Number (TIN): 58-2362485

4a. CAGE Code: 3DV12

4b. Contractor has registered with the Central Contractor Registration Database.

1.6 FOB DESTINATION

1.7 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

132-33

DELIVERY TIME (Days ARO)

30 Days

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.

1.8 DISCOUNTS:

Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: 1.0% - 30 days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity – 10% discount on total price when ordering two or more EMSolution products.
- c. Dollar Volume – additional 5% discount on total price for orders over \$250,000
- d. Government Educational Institutions – Same discount
- e. Other

1.9 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.

1.10 STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

1.11 Small Requirements:

The minimum dollar value of orders to be issued is \$5,000.

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

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:
 - Special Item Number 132-33 - Perpetual Software Licenses
 - Special Item Number 132-34 - Maintenance of Software as a Service

1.13 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.

1.14 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.

1.15 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.

1.16 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.

1.17 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).

1.18 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)

1.19 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.gsaadvantage.gov>

1.20 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.

1.21 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.

1.22 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:

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.

1.23 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).

1.24 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.

1.25 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 received 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 under SIN 132-8 or 132-9.

1.26 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.solutionfoundry.com

The EIT standard can be found at: www.Section508.gov/.

1.27 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.

1.28 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.

1.29 SOFTWARE INTEROPERABILITY.

EMSolution software does not have a component interface that supports open standard interoperability.

1.30 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)

2.0 TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132-34) GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

2.1 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 post acceptance 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.

2.2 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. A copy of the guarantee/warranty is included with the licensing agreement included as Appendix A to this schedule pricelist.

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.

2.3 TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number (770) 517-1517, extension 13 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 09:00 to 17:00 Eastern time.

2.4 SOFTWARE MAINTENANCE

a. Software maintenance as it is defined: (select software maintenance type):

 ✓ 1. Software Maintenance as a Product (SIN 132-33)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

 ✓ 2. Software Maintenance as a Service (SIN 132-34)

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.

2.5 PERIODS OF MAINTENANCE (SIN 132-34)

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.

2.6 UTILIZATION LIMITATIONS - (SIN 132-33, AND SIN 132-34)

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.

2.7 SOFTWARE CONVERSIONS - (SIN 132-33)

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 (132-33), 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 (132-32), 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.

2.8 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 offered.

2.9 RIGHT-TO-COPY PRICING

Solution Foundry does not offer right-to-copy licenses.

3.0 Technical Specifications / System Requirements

The EMSolution® Modules are based on the Microsoft .NET 3.5 platform. Since its inception, .NET has quickly become the predominant application development platform for Microsoft-hosted web-based enterprise applications. The following provides a recommended technical specifications summary of the EMSolution Modules.

- **General Product Information:**
 - The applications are designed to be placed on a local or remote Web server and accessed using a Web browser
 - Operates on the Microsoft .NET Framework 3.5, or later
 - Component Base Language is C#
- **User Authentication:** The user authentication system is that of the integrated support provided by the .NET 3.5 framework. Hence, it can be easily adapted to any Active Directory installation as provided by Windows 2003 and 2008 Server domains.
- **Database:** The application is not “keyed” to a specific RDBMS (Relational Database Management System). The application database is platform independent¹. This is accomplished through the use of an Object Relational Mapping (ORM) or persistence framework. The persistence framework used is an open source component called NHibernate (<http://www.hibernate.org>). NHibernate offers wide RDBMS platform support, and is covered by the LGPL license. The application is tested and approved for the following RDBMS platforms:
 - MS SQL Server 2005 or 2008
- **Hosting Requirements:**
 - Microsoft Windows 2003 – IIS6 or later
 - Microsoft Windows 2008 – IIS7 or later
 - The applications are using Internet Explorer on the server for PDF generation. Only IE8 is supported.
 - IIS7 is recommended
 - Microsoft .NET 3.5, or later
 - An available SMTP mail relay to process e-mail notifications
 - System disk with available storage space of 5-10 GB
 - Memory sufficient to support IIS and the base RDBMS
 - Each application occupies a total disk space of approximately 110 MB (Note: this does not include the content data (e.g. file uploads) managed by the RDBMS)
 - Each application consumes roughly 50 MB of RAM when running within IIS
 - Each active user increases memory usages by approximately 5 MB.
- **Software Requirements (Intranet Clients)**
 - A suitable Web browser must be installed on each client machine
 - Microsoft® Internet Explorer 7 or higher is recommended.

¹ No application can be considered completely database independent, however the EMSolution Database Modules are de-coupled from a specific database management system through the use of an ORM (Object Relational Mapping) framework.

3.1 Example EMSolution License/Maintenance Agreement

A sample license/maintenance agreement that accompanies each of the applications is provided in Appendix A of this pricelist.

4.0 Products and Services Pricelist

Product/Service	Version	Description	SIN	Unit Price (USD)
EMSolution (single site license)	4.x	Microsoft SharePoint web template management system designed to conform with ISO 9001, ISO 14001, OHSAS 18001 requirements	132-33	\$31,500
EMSolution Tracker (single site license)	4.x	Microsoft .NET application and SQL database intended to simplify, streamline and standardize tracking and completion of environmental compliance obligations and compliance audit findings and corrective actions.	132-33	\$31,500
EMSolution NEPA Manager (single site license)	4.x	Microsoft .NET application and SQL database that provides users with an automated NEPA review process that facilitates reviews of proposed actions that may result in changes to the organization or that trigger compliance requirements.	132-33	\$31,500
EMSolution Incident Manager (single site license)	4.x	Microsoft .NET application and SQL tracking database that allows users to report, investigate and respond to incidents (e.g. accidents, injuries, spills, releases) that occur throughout an organization.	132-33	\$31,500
EMSolution Program Manager (single site license)	4.x	Microsoft .NET application and SQL database that enables Program Managers to efficiently manage critical program elements, including documents (plans, programs, procedures, etc.), goals, projects and consultations, in a single, integrated tool.	132-33	\$31,500
EMSolution Maintenance		Initial deployment of EMSolution applications require a maintenance contract to customize and integrate licensed applications on customer IT network. Following the Warranty Period, a separate annual product maintenance contract is required. Annual contracts include bug fixes, access to online support/technical resources, and phone support M-F . Maintenance contract pricing is per Product	132-34	\$15,000 (1)

(1) Charges for SIN 132-34 will be billed monthly in arrears in accordance with 31 U.S.C. 3324.

5.0 Blanket Purchase agreements (BPA's)

BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

Ordering Activity Date

Contractor Date

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.

****Include the following language regarding Contractor Team Arrangements in the proposed FSS IT Schedule Pricelist.****

**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.

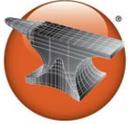
Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

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.

APPENDIX A. EMSOLUTION LICENSING/MAINTENANCE AGREEMENT, GUARANTEE AND
WARRANTY INFORMATION



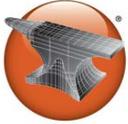
EMSolution® Licensing Agreement

EMSolution® is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. EMSolution is licensed, not sold

- 1) **GRANT OF LICENSE.** This LICENSE AGREEMENT covers the EMSolution® product, including accompanying documentation, all of which is referred to as the "Product". Licensor hereby grants to Licensee a nonexclusive, nontransferable, license to install and operate one copy of the Product, in object code, machine-executable form, on an organization computer and/or network server.

Licensee may also make one (1) archival copy of the Product. Licensee must affix a label to the archival copy, displaying the copyright notice printed on the original disk supplied by the Licensor.

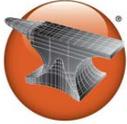
- 2) **CONTROLS OVER OTHER INTELLECTUAL PROPERTY PROVISIONS.** Notwithstanding any terms or conditions between Licensor or Licensee signed prior to, contemporaneous with or subsequent to this License Agreement, the Parties agree that any Intellectual Property/Copyright/Confidentiality provisions in such terms and conditions purporting to create a circumstance other than that set forth in Paragraph 6 below are void of force or effect, and that the provisions of this Agreement express the sole Agreement, rights and duties of the Parties as to the Product.
- 3) **FEES.** In consideration for a license to use EMSolution®, Licensee agrees to pay a Fee, as described in Solution Foundry's Quote/Proposal, authorized by Licensee. The Fee is a one-time fee and is not subject to change unless mutually agreed to by the parties. Acceptance by Licensor of less than full payment shall not be a waiver of any of its rights to collect the remainder due.
- 4) **SUPPORT SERVICES.** If desired, Licensor will provide support services to Licensee, as follows. Two types of support are available: A) Product Implementation Support, and B) Product Technical Support. Support services can be provided both on-site and remotely. Product Technical Support shall be provided in accordance with Licensor's standard Product Support Process, as published from time-to-time. Note: EMSolution Maintenance Agreement subscribers receive priority support over non-subscribers.
- 5) **PRODUCT MAINTENANCE.** Licensor offers an optional EMSolution Maintenance Agreement, executed independently of this Licensing Agreement for additional cost. Following the expiration of the Warranty Period set out below, Licensee shall only be entitled to receive new releases, including product updates and improvements, if a Maintenance Agreement has been purchased by Licensee and is in effect at the time of New Release issuance. Such New Releases shall be issued in accordance with Licensor's Release Management Process, as published from time to time. This provision shall not extend the Warranty Period in Paragraph 12.
- 6) **OWNERSHIP OF PRODUCT.** This Agreement provides only a limited license to Licensee for use of the Product and is not a sale of the original Product or any copies thereof. Licensee acknowledges and agrees that Licensor retains all right, title, ownership of and interest in and to the Product, including without limitation, worldwide patents, copyrights, trade secrets, trademarks, moral rights, confidential information rights and all other proprietary rights which may exist in the Product.
- 7) **LICENSOR CONFIDENTIALITY.** The Product was created using and contains trade secrets and confidential information of Licensor. Licensee agrees to use commercially reasonable efforts to hold the Product in strict confidence, and to protect it from unauthorized copying, use or disclosure. In furtherance of the foregoing obligations, Licensee shall inform its employees and other parties having access to the Product of its confidential and proprietary nature and will obligate such persons, by contract or otherwise, to protect the Product consistent with the obligations set forth in this Agreement.
- 8) **LICENSEE CONFIDENTIALITY.** In performing its obligations under this Agreement, Licensor may learn proprietary information of Licensee concerning the Licensee's business affairs, property, methods of operation, processing systems, financial information, compliance information or other information, ("Confidential Information"). Licensor agrees to use commercially reasonable efforts to hold the Confidential Information in strict confidence, and to protect it from unauthorized copying, use or disclosure. In furtherance of the foregoing obligations, Licensor shall inform its employees and other parties having access to the Confidential Information of its confidential and proprietary nature and will obligate such persons, by contract or otherwise, to protect the Confidential Information consistent with the obligations set forth in this Agreement. The term Confidential Information shall not include information that (i) becomes



EMSolution® Licensing Agreement

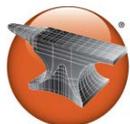
generally available to the public other than as a result of an improper disclosure by the Licensor; (ii) was available to Licensor on a non-confidential basis prior to its disclosure hereunder; and (iii) was or becomes available to Licensor on a non-confidential basis from a third party who is not in breach of its confidentiality obligations.

- 9) **PATENT AND COPYRIGHT INDEMNIFICATION.** Licensor shall fully defend, indemnify and hold harmless Licensee against damages, costs, charges and expenses arising from or incurred by any reason of infringement of any copyright, patent, trademark, trade secret or other intellectual property rights in the consequence of the possession or use of the Product acquired under this Agreement. Licensee agrees to promptly notify Licensor of any alleged infringement of which Licensee has notice. Licensor shall conduct all negotiations or litigation and/or settlement of any such claims at Licensor's expense. Licensee agrees to cooperate with Licensor at Licensor's expense.
- 10) **PROHIBITION AGAINST REVERSE ENGINEERING.** Under no circumstances, and in no event, may Licensee decompile, disassemble, or reverse engineer the Product, or create derivative works based thereon, or assist any third party in such activities.
- 11) **RESTRICTIONS.** The Product is provided for use in Licensee's internal business operations and must remain at all times on premises owned or operated by Licensee. Licensee agrees not to operate the Product in a time-sharing or service bureau operation. In no event may Licensee rent, lend, lease, sublicense, sell, assign, pledge, transfer or otherwise dispose or encumber the Product without the prior written consent of Licensor. No restrictions shall apply to the Licensee's use of Licensee's data manipulated, stored or processed using the Product.
- 12) **LIMITED WARRANTY.** Licensor represents and warrants to Licensee that the Product will perform substantially in accordance with the descriptions in the accompanying documentation, for a period of ninety (90) days after delivery of the Product at Licensee's designated location. This limited warranty is conditioned upon proper use of the Product in accordance with the documentation, including use on the computer hardware and with the operating system(s) for which it was designed including the hardware and operating system set forth in the documentation. Licensor represents and warrants that the Product does not and shall not violate or infringe upon the rights of any third party, including without limitation, trademark, trade secret, copyright, patent or other proprietary rights of any kind. Licensor represents and warrants that it owns or has the rights to license and deliver the Product and to enter into this Agreement, and that such delivery and performance, and the operation and use of the Product by Licensee will not violate any contractual or other legal obligation of Licensor. Licensor warrants that the Product and any updates or patches, at time of delivery, will be free of viruses capable of being detected by current commercially available virus detection and protection software (e.g., Norton AntiVirus). Licensor also warrants that the Product and any updates, at time of delivery, will be free from "trap doors" and "time bombs". Licensor does not assume any responsibility or liability for Licensee's electronic security system, firewalls, policies and procedures, etc. Licensor does not warrant that the Product will meet Licensee's requirements or that its operation will be uninterrupted or error free. Except as specified above, Licensor **MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, REGARDING THE PRODUCT OR DOCUMENTATION, AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, and INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NOTHING IN PARAGRAPH 5 ABOVE ("PRODUCT MAINTENANCE") SHALL OPERATE (OR BE CONSTRUED TO OPERATE) TO EXPAND OR ENHANCE THE WARRANTY SET OUT HEREIN.**
- 13) **SOLE REMEDY.** If the Product fails to perform as warranted, Licensor will, at its sole option, repair or replace the Product, or, as a last resort, refund the applicable License Fee(s) received by Licensor. In the event this remedy should fail of its essential purpose, the limitations of liability set forth in Paragraph 14 below, shall remain in full force and effect.
- 14) **LIMITATIONS OF LIABILITY.** (a) In no event, shall either party be liable to the other party for indirect, special, incidental, consequential or exemplary damages. This limitation shall apply regardless of the form or basis of the claim for loss or damage, except as otherwise set forth in this Agreement. (b) Each party's entire liability for any loss whatsoever shall be limited to the amount received by Licensor from Licensee for use of the Product, except as otherwise set forth in this Agreement. (c) Notwithstanding the above, the limitations of liability in Section 14(b) of this Agreement shall not apply to Sections 9 or 16 herein. The parties acknowledge that the foregoing limitations form a substantial and material basis for this Agreement.



EMSolution® Licensing Agreement

- 15) **TERM AND TERMINATION.** This Agreement and the rights and licenses granted hereunder shall commence on the effective date and continue thereafter until such time as terminated in accordance with the following:
- A. By Licensee, upon written notice to Licensor, provided Licensee has discontinued all use of the Product, destroyed or permanently deleted all copies of the Product and returned the original Product and Documentation to Licensor, postage prepaid;
 - B. By Licensor, upon thirty (30) days written notice of Licensee's failure to pay any undisputed amounts due Licensor under this or any other agreement with Licensor, provided Licensee does not pay such amounts within such thirty (30) days; or
 - C. By either party, upon thirty (30) days written notice of a material breach of this Agreement by the other party, provided the other party fails to cure the breach within such thirty (30) days.
- Sections 2, 6, 7, 8, 9, 10, 11, 12 and 14 shall survive any termination of this Agreement, and shall be binding upon and inure to the benefit of the parties and their legal representatives, successors and permitted transferees and assigns.
- 16) **INDEMNITY.** Licensor will indemnify, defend and hold harmless Licensee, its employees and agents, from and against all costs, claims or liability arising from or related to the negligent or intentionally wrongful acts, errors or omissions of Licensor, its employees, agents or contractors while on Licensee's premises, except to the extent caused by the negligence of the Licensee, its employees or agents. This indemnity shall apply to all terms and conditions of this Licensing Agreement, subject to the Limitations of Liability and exceptions thereto [including those exceptions set forth in Sections 14] which are set out in this Licensing Agreement.
- 17) **PRIORITY OVER FORM AGREEMENTS/SEVERABILITY/ASSIGNMENT/LAW/ PAYMENT.** The Parties agree that the provisions of these terms and conditions shall control over and govern as to any form writings signed by the Parties, such as Licensee's Purchase Orders, Work Orders, etc., and that such forms may be issued by Licensee to Licensor as a matter of convenience to the Parties without altering any of the terms or provisions hereof. In the event that any provision of this Agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect. This Agreement may not be assigned by either party without the prior permission of the other. This Agreement shall be governed by the Laws of Georgia.
- 18) **PAYMENT.** Payment shall be made to Licensor net 30 days after date of invoice receipt from Licensor. Late payments shall accrue interest at the rate of 1% per month. Licensor may suspend work if any invoice remains unpaid for 45 days. Licensee will pay Licensor's reasonable attorney's fees and court costs in connection with the collection of payment.



Technical Support

The Solution Foundry provides technical support for EMSolution® products via telephone, e-mail and the World Wide Web. Technical support hours are 8:00 am to 6:00 pm Eastern Time, Monday through Friday, excluding major US holidays. Please direct technical support requests to either e-mail: support@solutionfoundry.com, telephone: 1-866-312-5603, extension 13 (toll free) or your Solution Foundry Representative. Note: Support requests from the Solution Foundry Maintenance Agreement subscribers receive priority response over non-subscribers.

Product Maintenance

The Solution Foundry has a Product Support process in place to ensure a swift and adequate response to any inquiries, bugs or new feature requests received. Support tickets are logged, categorized, and responded to in accordance with the nature and severity of the request. Fixes for critical bugs that result in a product malfunction or failure will be fast tracked and provided to customers as soon as the fix can be determined and implemented. Non-critical fixes will be provided to customers on an approximately semiannual schedule in accordance with our Release Management process.

Requested improvements or add-ons are routed through our Change Management process for review and approval. At our sole discretion, Solution Foundry may approve to implement requested improvements or add-ons at no additional cost to the requesting party, depending on the nature and extent of the request. In some instances, the requesting party may incur additional costs, in order to implement a requested improvement or add-on. Solution Foundry shall have the sole and exclusive right and authority for approving/denying requests for improvements and add-ons and determining those requests, which result in additional costs.

Considerations and Assumptions

All maintenance and support activities, including deployment of new releases, shall be performed remotely from our offices, whenever possible. Activities requiring travel to another location shall be billed on a time and materials basis using our standard rates in place at the time of service.

Solution Foundry does not warrant that defects will be fixed in any specific time duration due to the nature of software operating in a multi vendor environment. It is the goal of Solution Foundry to deliver our best effort to satisfactorily resolve each request according to the guidelines specified above.