

**AUTHORIZED FEDERAL ACQUISITION SERVICE
INFORMATION TECHNOLOGY SCHEDULE
PRICELIST GENERAL PURPOSE COMMERCIAL
INFORMATION TECHNOLOGY EQUIPMENT,
SOFTWARE AND SERVICES**

Special Item No. 132-32 Term Software Licenses
Special Item No. 132-50 Training Courses

Note: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

SIN 132-32 - TERM SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers
Application Software

Microcomputers
Application Software

NOTE: 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>.

SIN 132-50 - TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (FPDS Code U012)



95 St. Clair Avenue West, Suite 1700
Toronto, ON, Canada M4V 1N6
Phone Number: 416-863-6800
www.medgate.com

Contract Number: #GS-35F-0032U

Period Covered by Contract: October 12, 2007 to October 11, 2017

General Services Administration
Federal Acquisition Service

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/>

Updated through Modification PS-0040 - Effective August 12, 2016

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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 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.fss.gsa.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. 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:

Medgate Inc.
95 St. Clair West, Suite 1700
Toronto, ON, Canada, M4V 1N6

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:

416-863-6800

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: **246524805**
 Block 30: Type of Contractor - B. Other Small Business
 Block 31: Woman-Owned Small Business - No
 Block 36: Contractor's Taxpayer Identification Number (TIN): N/A - Offeror is a foreign corporation that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

- 4a. CAGE Code: **L5369**
- 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>132-32</u>	7 Days
<u>132-50</u>	Upon mutual agreement of customer and Medgate

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: 0% - Net 30 days.
 - b. Quantity: Please see Pricelist for quantity discounts
 - c. Dollar Volume:
 - \$150,000 to \$299,999 = Will receive an additional 2.5% discount.
 - \$300,000 to \$499,999 = Will receive an additional 4.5% discount
 - \$500,000+ = Additional discount to be negotiated on a case by case basis.
 - *Please note: Volume discounts in this area cannot be combined.
 - d. Government Educational Institutions – Same Discount as other Government customers.
 - e. Other: None

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: Not Applicable

10. Small Requirements: The minimum dollar value of orders to be issued is \$100.

11. 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 132-32 - Term Software Licenses

- b. The Maximum Order value for the following Special Item Numbers (SINs) is \$25,000:
Special Item Number 132-50 - Training Courses

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 2001)

(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. The Industrial Funding Fee does NOT apply to travel and per diem charges.

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

(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.

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 C.1.)

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 apply.

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.

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.medgate.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 TERM SOFTWARE LICENSES
(SPECIAL ITEM NUMBER 132-32)
OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
SOFTWARE**

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.

1. Medgate warrants that for a period of one year from delivery the Software will be fully operational and that it will operate in accordance with the applicable user documentation and with any specifications published or provided by Medgate. In the event of any breach of the foregoing warranty, Medgate will use reasonable efforts to promptly either (i) correct the deficiency, (ii) provide a work around or software patch, or (iii) replace the defective software with replacement software having substantially the same functionality. The warranty under this section does not apply to any non-conformity or deficiency caused by any modification to the Software made by the Licensee or by failure to incorporate any fixes provided by Medgate. Medgate warrants that Software as furnished to the Licensee shall be free of computer viruses and/or other devices which could be manually or automatically activated to damage or render the Software inoperable. Medgate disclaims any warranty not expressly set forth in this section, including any warranties of merchantability and fitness for a particular purpose. Except as otherwise expressly provided, neither party nor its employees shall be liable for any special, indirect, consequential, or incidental damages howsoever arising in connection with this Agreement even if advised of the possibility of such damages. Medgate's liability for breach of warranty under this section shall in no event exceed the amount of the Software license fees paid to it by The Licensee.

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 **800-276-9120** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8:30AM-5:00PM EST Monday –Friday and a representative is available on-call for critical issues 24 hours a day, 7 days a week.

4. PERIODS OF TERM LICENSES (SIN 132 32)

a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.

b. Term licenses 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 term license, the period of

the term licenses and/or 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 term licenses and orders citing the new appropriation shall be required, if the term license 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 term license is to be terminated at that time. Orders for the continuation of term licenses will be required if the term license is to be continued during the subsequent period.

6. UTILIZATION LIMITATIONS - (132-32)

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.

7. SOFTWARE CONVERSIONS - (132-32 AND 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.

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 which are offered.

9. RIGHT-TO-COPY PRICING

Not available or allowed.

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL
INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE
(SPECIAL ITEM NUMBER 132-50)**

1. SCOPE

- a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. TIME OF DELIVERY

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

4. CANCELLATION AND RESCHEDULING

- a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.
- d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT

The Contractor agrees to provide each student with unlimited telephone support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions. Please note, the training offered by Medgate is specifically tied to our software, all follow on support is provided under our maintenance/support agreement. Customer should refer to the maintenance/support agreement for more details.

6. PRICE FOR TRAINING

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

7. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

8. FORMAT AND CONTENT OF TRAINING

a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.

b. For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.

c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.

d. The Contractor shall provide the following information for each training course offered:

- (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
- (2) The length of the course;
- (3) Mandatory and desirable prerequisites for student enrollment;
- (4) The minimum and maximum number of students per class;
- (5) The locations where the course is offered;
- (6) Class schedules; and
- (7) Price (per student, per class (if applicable)).

e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

9. "NO CHARGE" TRAINING

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

None.

Hosted Software & Service Agreement

1. Medgate will provide to the Client Medgate's occupational health and safety software hosted by Medgate at its data centre and as specified in this Agreement. If requested by Client and specified on page 1 of this Agreement, the Reed Group MDG or ODG disability guidelines (the "Software"). The Client will contact Medgate if it requires additional modules or named user licenses. The Software will be Medgate's standard application and will include updates and upgrades. For the purpose of this Agreement, updates mean changes or patches to be integrated with the Software to correct errors that do not alter the functionality or the content of the Software. Upgrades mean new versions, modifications or additions to the Software that alter the functionality or contents of the Software. Services for an upgrade project, such as training on the new version, will be provided as requested by the Client and as documented and at the rates specified in a Government Purchase Order. Any customizations requested by the Client will result in additional annual server and hosting fees as stated in the Government Purchase Order. If the Client wishes to apply the customizations to a future version of the Software, a separate Government Purchase Order shall be negotiated at that time.
2. Medgate will provide installation, Implementation and training services, as may be requested by the Client at Medgate's daily or hourly rates, as specified in the Government Purchase Order.
3. Medgate will provide telephone support during the hours of 7 am to 7 pm EST Monday to Friday excluding federal holidays to the Client's end-users and technical support staff, including its duly authorized employees, agents, consultants and/or independent contractors ("employees," hereinafter). Prior to using Medgate's telephone support services, the Client's end-users and employees are expected to have a reasonable familiarity with the Software either through formal training provided by Medgate or the equivalent in informal training provided by the Client's staff. End-user telephone support is for the purpose of responding to possible errors in the Software or set-up of the Software and other issues of a technical nature. Telephone support does not include Implementation services, programming, report generation or resolution of the Client's computer system problems that are unrelated to the operation of the Software. Medgate will fully support the two most current versions of its Software and will support prior versions in accordance with its standard policies and procedures. Client may store up to 10 GB of data in its Medgate-hosted database. Client will pay for any data stored in excess of the 10 GB limit, as stated in the Government Purchase Order. The Annual Fee, as set out on the first page of this Agreement, will be invoiced quarterly in arrears. Medgate shall state separately on its invoices, taxes excluded from the fees, and the Government agrees to either pay the amount of the taxes (based on the current value of the equipment or services) to Medgate or provide it evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.
4. Fees for the implementation and training services will be invoiced monthly.
5. Medgate's Software and its source code, object code, design, architecture, data base schema, and related documentation and information ("Medgate Confidential Information") are valuable intellectual property and the Client agrees (i) to protect and keep confidential the Medgate Confidential Information to the same degree that it protects its own confidential and proprietary information; (ii) not to transfer or provide the Medgate Confidential Information to third parties, on a service bureau basis or otherwise, or to disclose or make available the Medgate Confidential Information to third parties except agents, consultants, independent contractors or advisers who have a "need to know" and who are bound by similar non-disclosure obligations in favor of the Client; and (iii) not to duplicate, copy, reproduce, modify, transfer or distribute all or any part of the Software except as consistent with the use of the Software as set out in this Agreement. Nothing contained herein shall prevent the Government from providing copies to its duly authorized employees. Medgate agrees that it

will protect and keep confidential, to the same degree that it protects its own confidential information, all information of a confidential nature received from the Client including, without limitation, protected health information, employee demographic information, and other information pertaining to Client's employees, processes, financials, and customers ("Client Confidential Information"). The obligations with respect to Medgate Confidential Information and Client Confidential Information shall continue indefinitely notwithstanding any termination of this Agreement. Neither party will acquire any right, title, or interest in the intellectual property rights owned by the other party by virtue of its performance under this Agreement. If any patentable or copyrightable ideas, writings, drawings, inventions, designs, parts, machines or processes developed as a result of, or in the course of, the work performed under this Agreement or under separately signed Government Purchase Orders for customizations by Medgate for the Client that cannot be separated from the Software "Dependent Customizations"), Medgate shall own all right, title and interest in such Dependent Customizations. Medgate grants to Client a non-exclusive, perpetual, irrevocable, paid-up, royalty-free, nontransferable, world-wide license to use, make, have made, or copy such Dependent Customizations for the purposes contemplated in this Agreement. Notwithstanding anything to the contrary in this Agreement, Client shall own all right, title and interest, including copyrights and patent rights, in Changes that are unrelated to or reasonably severable in their functionality from the Software ("Stand-alone Customizations") and that are specified as Stand-alone Customizations in the customization documentation. The parties agree that such Stand-alone Customizations are "works made for hire," and Medgate hereby assigns all such rights, title and interest in such Stand-alone Customizations to Client and agrees to execute, upon Client's request, all papers necessary for vesting ownership in Client and obtaining formal legal protection for same in Client's name.

6. This Agreement will be effective on the date signed by both parties. When the end user is an instrumentality of the US Government, recourse against the United States for any alleged breach of this Agreement must be made under the terms of the Federal Tort Claims Act or as a dispute under the contract disputes clause (Contract Disputes Act) as

applicable. During any dispute under the disputes clause, Medgate 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. Medgate will issue a renewal notice a couple of months before the anniversary date to remind the Client to issue the Government Purchase Order for the subsequent year. In the event of the termination of this Agreement for any reason, Medgate will provide the Client with all of the Client's data in a textfile format and will fully cooperate with the Client in connection with such transfer of data.

7. Medgate agrees to defend and hold harmless the Client from and against any third party claim, suit, demand, action or proceeding arising from or relating to any breach by Medgate of its intellectual property rights to the Software. In the event that any suit, action, or other proceeding is asserted or brought against the Client alleging a violation of any intellectual property rights of a third party based upon the use of the Software, the Client will promptly notify Medgate and provide it with a copy of all relevant documentation. In the event the Software is held by a court, of competent jurisdiction to constitute an infringement or its use is enjoined, Medgate will, at its option, either: (i) work with the Government to procure its right to continue use of the Software; (ii) provide a modification to the Software so that its use becomes non-infringing; or (iii) replace the Software with software which is substantially similar in functionality and performance. Nothing contained herein shall operate in derogation of the U.S. Department of Justice's jurisdictional statute 28 U.S.C. § 516.
8. Medgate shall use all reasonable efforts to ensure that the software performs the functions as described in available product literature and specifications. Medgate does not make any warranties, express or implied, including the implied warranties of merchantability or fitness for any particular purpose other than for the stated purpose in the product material, to the Client. Neither party will be liable for any consequential, special, indirect or exemplary damages or for

loss, damage, or expense directly or indirectly arising out of or in connection with the implementation or use of the Software either separately or in combination with any software, data communications or other equipment. Each party's liability for a breach of this Agreement shall in no event exceed two times the amount of fees paid under this Agreement except for any breaches of the intellectual property rights indemnification in Section 7 or the confidentiality obligations in Section 5 which are not subject to this limitation on liability. The foregoing exclusion/limitation of liability shall not apply

(1) to personal injury or death caused by Medgate's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

9. Medgate shall use managerial, operational, physical and technical safeguards and take such other actions as reasonably necessary, consistent with the practices and professional standards applied by first tier information technology service providers handling similarly sensitive information, to preserve and protect against any anticipated or actual threats or hazards to the integrity and security of, and prevent any unauthorized access to or destruction, use, modification and disclosure of, any data (including but not limited to name, address, telephone number, e-mail address, account number, Social Security number, regarding a Government employee and any other information that can be used to uniquely identify any Government employees ("Personally Identifiable Information") while in its possession and control hereunder. Such safeguards and actions shall include, without limitation: (a) development, implementation and maintenance of a comprehensive, written information security program; (b) proactive monitoring of known vulnerability points; (c) encryption of Personally Identifiable Information with industry standard encryption levels at all times while in transit or stored, including storage on portable equipment; (d) prohibition of personnel, including subcontractors and other third party service providers, from bringing transporting or transmitting Personally Identifiable Information to their homes, e-mail accounts or portable equipment; (e) adopting reasonable procedures in consultation with, or otherwise at the request of, the Client for the safe, secure and accurate collection,

processing, storage and transmission of Personally Identifiable Information, including but not limited to maintaining security settings and passwords as Confidential Information of Client, changing security settings and passwords with reasonable frequency and promptly installing updates, patches and security enhancements made available by vendors of any of the third party products used in connection with collection, processing, storage and transmission of Personally Identifiable Information; and (f) engagement of qualified, independent and reliable third parties to regularly audit and validate the data security measures maintained by Medgate, in each case at Medgate's own expense. Client reserves the right to review Medgate's policies, procedures and practices used to maintain the privacy, security and confidentiality of Personally Identifiable Information. If Client discloses to Medgate or Medgate otherwise gains access to any Personally Identifiable Information in connection with this Agreement, Medgate may not use or disclose such Personally Identifiable Information for any purpose whatsoever, without Client's prior written consent, other than solely as necessary to provide the Services to Client and Authorized Users pursuant to this Agreement. In carrying out its activities under this Agreement, Medgate will observe and comply with all applicable data privacy and data protection laws and regulations, including Government privacy laws applicable to Medgate's activities in connection with this Agreement. In addition, when accessing or handling any Personally Identifiable Information or other Client data, Medgate will comply with all written policies of Client that have been disclosed to Medgate in writing relating to the use and disclosure of such Personally Identifiable Information and other Client data. Medgate immediately shall notify Client if it becomes aware, or has reason to believe, that any breach of this Section has occurred, that any unauthorized access to or use of, or any security breach relating to or otherwise affecting, any Personally Identifiable Information has occurred, or that any person who has had access to Personally Identifiable Information has violated or intends to violate the terms of this Agreement. Medgate shall, at its own expense, cooperate with Client in investigating and responding to the foregoing. Medgate shall be responsible for contractually

requiring and causing any subcontractor or other third party service provider engaged by Medgate in connection with the Services to implement and comply with data security protections substantially similar to and no less protective than those provided in this Agreement.

10. None of the rights, duties and obligations of either party hereunder may be assigned, except in accordance with the provisions of the Anti-Assignment Act, 41 U.S.C. § 6305, and the procedures set forth in FAR 42.1204.
11. Any notices or other Communications required or permitted to be delivered hereunder shall be in writing and shall be delivered personally, by mail, by courier, or transmitted by facsimile to the parties at their respective addresses appearing on the execution page of this Agreement. Any notice, approval or communication so given shall be deemed received on the business day next following the date of delivery if in person or by facsimile, three days after delivery by courier and five days after delivery if by mail.
12. If circumstances beyond the control of the parties shall temporarily make it impossible for either or both of them to perform their Agreements hereunder, then the principles of force majeure shall apply and the right and obligations of the parties shall be temporarily suspended during the force majeure period to the extent that such performance is reasonably affected.
13. Unless otherwise specifically provided herein, all amounts expressed or described hereunder are in U.S. currency.
14. This Agreement shall be governed and construed according to the laws of the United States and subject to the exclusive jurisdiction of the federal courts.



132-32 Term Software Pricing

<u>SIN Number</u>	<u>Product Name</u>	<u>Product Description</u>	<u>Unit of Issue</u>	<u>GSA Price</u>
132-32	100: Occupational Health Suite up to 9 users	Tracks medical trends, manage compliance and regulatory requirements, mitigate absences, and make informed decisions on how to improve employee health and productivity.	1 to 9 Users	\$2,569.13
	100: Occupational Health Suite:10-19 users		10 to 19 Users	\$2,389.29
	100: Occupational Health Suite:20-29 users		20 to 29 Users	\$2,055.30
	100: Occupational Health Suite:30-39 users		30 to 39 Users	\$1,926.84
	100: Occupational Health Suite:40-49 users		40 to 49 Users	\$1,413.02
	100: Occupational Health Suite:50-99 users		50 to 99 Users	\$1,156.11
	100: Occupational Health Suite:100-199 users		100 to 199 Users	\$899.19
	100: Occupational Health Suite:200 users and up		200 or More Users	\$642.28
132-32	101: Medical Portal: 1 to 10,000 users	The Portal provides additional employees with streamlined access to the Medgate system.	1 to 10,000 Users	\$8,563.75
	101: Medical Portal: 10,001 to 35000 users		10,001 to 35,000 Users	\$0.86
	101: Medical Portal: 35001 to 83331 users		35,001 to 83,331 Users	\$0.60
	101: Medical Portal: 83332 users and up		83,332 or More Users	\$0.43
132-32	102: Electronic Prescription: 1-5 users	Prescribes medications (non-controlled substance medication only) for employees electronically, view ePrescription statuses and refill requests, Manage refill requests electronically by choosing to approve or deny the request, or to	1 to 5 Users	\$411.06

		prescribe a different medication instead, and view and monitor ePrescription interaction notifications and transaction log messages.			
	102: Electronic Prescription: 6 users and up		6 or More Users		\$154.15
132-32	103: EPCS	Electronic Prescription Controlled Substances - Prescribes medications containing controlled substances for employees electronically, view ePrescription statuses and refill requests, Manage refill requests electronically by choosing to approve or deny the request, or to prescribe a different medication instead, and view and monitor ePrescription interaction notifications and transaction log messages.	1 or More Users		\$513.83
132-32	300: Industrial Hygiene Suite: 1 to 9 users	Enables industrial hygienists to effectively identify hazards and mitigate risks to promote a healthy work environment.	1 to 9 Users		\$2,997.31
	300: Industrial Hygiene Suite: 10 to 19 users		10 to 19 Users		\$2,697.58
	300: Industrial Hygiene Suite: 20 to 29 users		20 to 29 Users		\$2,397.85
	300: Industrial Hygiene Suite: 30 to 39 users		30 to 39 Users		\$2,247.98
	300: Industrial Hygiene Suite: 40 to 49 users		40 to 49 Users		\$1,648.52
	300: Industrial Hygiene Suite: 50 to 99 users		50 to 99 Users		\$1,348.79
	300: Industrial Hygiene Suite: 100 users and up		100 or More Users		\$1,049.06
132-32	350: Bayesian Decision Analysis	Bayesian decision analysis (BDA) is a form of statistical analysis of occupational exposure data that allows hygienists to select the most appropriate exposure category, even with limited data. BDA results in easy to interpret “decision charts”, permits the user to mathematically incorporate prior information and professional judgment into the analysis, and can handle non-detects. It can also be used to select the most	1 or More Users		\$256.91

		appropriate level of respiratory protection for those difficult to control exposure scenarios.			
132-32	400: Safety Suite: 1 to 9 users	Enables organizations to efficiently manage safety risks and compliance items and streamline safety programs	1 to 9 Users		\$4,281.88
	400: Safety Suite: 10 to 19 users		10 to 19 Users		\$3,211.41
	400: Safety Suite: 20 to 29 users		20 to 29 Users		\$2,783.22
	400: Safety Suite: 30 to 39 users		30 to 39 Users		\$1,926.84
	400: Safety Suite: 40 to 49 users		40 to 49 Users		\$1,498.66
	400: Safety Suite: 50 to 99 users		50 to 99 Users		\$856.38
	400: Safety Suite: 100 users and up		100 or More Users		\$428.19
132-32	402: Safety Portal Users: 1 to 10000 users	The Portal provides additional employees with streamlined access to the Medgate system.	1 to 10,000 Users		\$8,563.75
	402: Safety Portal Users: 10001 to 35000 users		10,001 to 35,000 Users		\$0.86
	402: Safety Portal Users: 35001 to 83331 users		35,000 to 83,331 Users		\$0.60
	402: Safety Portal Users: 83332 users and up		83,332 Users or More		\$0.43
132-32	500: Training Management Suite: 1 to 9 users	Provides EHS professionals with the ability to easily manage course details and participation activity for general safety training as well as training courses required for various surveillance programs.			\$1,027.65
	500: Training Management Suite: 10 to 19 users				\$924.89
	500: Training Management Suite: 20 to 29 users				\$873.50
	500: Training Management Suite: 30 to 49 users				\$822.12
	500: Training Management Suite: 50 to 99 users				\$770.74
	500: Training Management Suite: 100 users and up				\$719.36

132-32	600: Ergonomics Suite: 1 to 9 users	Empowers ergonomists with a complete solution for effectively managing ergonomics data collection and assessments.	1 to 9 Users		\$2,140.94
	600: Ergonomics Suite: 10 to 19 users		10 to 19 Users		\$1,819.80
	600: Ergonomics Suite: 20 to 29 users		20 to 29 Users		\$1,712.75
	600: Ergonomics Suite: 30 to 49 users		30 to 49 Users		\$1,605.70
	600: Ergonomics Suite: 50 to 99 users		50 to 99 Users		\$1,498.66
	600: Ergonomics Suite: 100 users and up		100 or More Users		\$1,070.47
132-32	700: Environmental Suite: 1 to 9 users	Helps companies centralize and streamline the tracking and collection of key corporate environmental health and safety data and satisfy Environmental Management Systems (EMS) requirements.	1 to 9 Users		\$2,140.94
	700: Environmental Suite: 10 to 19 users		10 to 19 Users		\$2,033.89
	700: Environmental Suite: 20 to 29 users		20 to 29 Users		\$1,819.80
	700: Environmental Suite: 30 to 49 users		30 to 49 Users		\$1,712.75
	700: Environmental Suite: 50 to 99 users		50 to 99 Users		\$1,498.66
	700: Environmental Suite: 100 users and up		100 or More Users		\$1,070.47
Ancillary Offerings:					
132-32	ODG Guidelines - Web Version 1 user	Official Disabilities Guideline Book web version.	1 User		\$512.97
	ODG Guidelines - Web Version 2 to 5 users		2 to 5 Users		\$471.01
	ODG Guidelines - Web Version 6 to 9 users		6 to 9 Users		\$449.60
	ODG Guidelines - Web Version 10 to 24 users		10 to 24 Users		\$406.78
	ODG Guidelines - Web Version 25 to 49 users		25 to 49 Users		\$385.37
	ODG Guidelines - Web Version 50 to 99 users		50 to 99 Users		\$363.96
	ODG Guidelines - Web Version 100 to 200 users		100 to 200 Users		\$321.14

	ODG Guidelines - Web Version 201 to 9998 users		201 to 9,998 Users		\$299.73
	ODG Guidelines - Web Version 9999 users and up		9,999 or More Users		\$256.91
132-32	30A MD Guidelines (Annual Fee) - 1 to 15 users	Clinical disability durations and return to work guidelines for physicians, employers, case managers, and patients.	1 to 15 Users		\$419.62
	30A MD Guidelines (Annual Fee) - 16 to 49 users		16 to 49 Users		\$390.00
	30A MD Guidelines (Annual Fee) - 50 to 100 users		50 to 100 Users		\$375.19
	30A MD Guidelines (Annual Fee) - 101 to 200 users		101 to 200 Users		\$318.91
	30A MD Guidelines (Annual Fee) - 201 to 300 users		201 to 300 Users		\$300.15
	30A MD Guidelines (Annual Fee) - 301 users and up		More than 300 Users		\$281.39
132-32	30B MD Guidelines w/ Treatment (Annual Fee) - 1 to 15 users	Clinical disability durations and return to work guidelines for physicians, employers, case managers, and patients with treatment options.	1 to 15 Users		\$636.84
	30B MD Guidelines w/ Treatment (Annual Fee) - 16 to 49 users		16 to 49 Users		\$526.26
	30B MD Guidelines w/ Treatment (Annual Fee) - 50 to 100 users		50 to 100 Users		\$485.78
	30B MD Guidelines w/ Treatment (Annual Fee) - 101 to 200 users		101 to 200 Users		\$447.27
	30B MD Guidelines w/ Treatment (Annual Fee) - 201 to 300 users		201 to 300 Users		\$413.70
	30B MD Guidelines w/ Treatment (Annual Fee) - 301 users and up		More than 300 Users		\$382.10
132-32	27A Escrow	Escrow	Each		\$882.00
132-32	Installation and Implementation Services	Installation and Implementation Services	Per Hour		197.47
132-32	Admin User	Administrative User Fee	Per user		\$2,569.13

132-32	Data Storage	Per month fee for each GB of storage required by the customer above the free first 10GB/Month.	Per GB /Month		\$8.06
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132-50 Training Training - Per Day Course Description \$1,500.00
Course Title: Medgate Software Training
Length of Course: 2 Day Minimum for on-site training (No more than four (4) software modules covered each day) and no minimum for remote training.
Course Pre-Requisites: Knowledge of basic computer navigation.

Number of Students: 1 to 6 students per session. **Location:** Client site, Medgate site, or remotely via internet. **Schedule of Course:** Determined by client