



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

**Note:** Entre BTG, Inc. wishes to participate under the Cooperative Purchasing and Recovery Purchasing programs. The following SINs are available to state and local governments: 132-8, 132-12, 132-32, 132-33, 132-34.

**SIN 132-8 PURCHASE OF EQUIPMENT**

FSC CLASS 7010 - SYSTEM CONFIGURATION

Other Systems Configuration Equipment, Not Elsewhere Classified

FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES

Network Equipment

FSC CLASS 5810 - COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENTS

Communications Security Equipment

FSC CLASS 5895 - MISCELLANEOUS COMMUNICATION EQUIPMENT

Miscellaneous Communications Equipment

NOTE: Installation must be incidental to, in conjunction with and in direct support of the products sold under SIN 132-8 of this contract and cannot be purchased separately. If the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply. In applying the Davis-Bacon Act, ordering activities are required to incorporate wage rate determinations into orders, as applicable.

**SIN 132-12 - MAINTENANCE OF EQUIPMENT, REPAIR SERVICE, AND REPAIR PARTS/SPARE PARTS (FPDS Code J070 - Maintenance and Repair Service)(Repair Parts/Spare Parts - See FSC Class for basic equipment)**

- Maintenance

- Repair Service

**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 interfaces 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 132-33 - PERPETUAL 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 132-34 - MAINTENANCE OF SOFTWARE**

**Entre BTG, Inc.**  
**6649-A Peachtree Industrial Blvd**  
**Norcross, GA 30092**  
**Phone: (770) 300-0256**  
**Fax: (770) 300-0441**  
**[www.entrebtc.com](http://www.entrebtc.com)**

Contract Number: **GS-35F-0102N**  
DUNS: **01-071-7411**  
Period Covered by Contract: **11/13/2002 - 11/12/2007**

General Services Administration  
Federal Supply Service  
Pricelist current through Modification #**PO-0004**, dated **October 26, 2007**

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 Supply Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

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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](http://www.fss.gsa.gov)). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page ([www.fss.gsa.gov](http://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.

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

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**2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:**

**Entre BTG, Inc.**  
**6649-A Peachtree Industrial Blvd**  
**Norcross, GA 30092**

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:

**(770) 300-0256**

**3. LIABILITY FOR INJURY OR DAMAGE**

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

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

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: 01-071-7411

Block 30: Type of Contractor - A. Small Disadvantaged Business

Block 31: Woman-Owned Small Business - YES

Block 36: Contractor's Taxpayer Identification Number (TIN): 58-2614976

4a. CAGE Code: 1LL35

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>132-8</u>	<u>20</u> Days
<u>132-12</u>	<u>20</u> Days
<u>132-32</u>	<u>20</u> Days
<u>132-33</u>	<u>20</u> Days
<u>132-34</u>	<u>*</u> Days

**\*Delivery to be negotiated between contractor and ordering activity.**

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.

**Expedited delivery to be negotiated between contractor and ordering activity.**

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

- Prompt Payment: \_\_\_% - \_\_\_ days from receipt of invoice or date of acceptance, whichever is later.
- Quantity
- Dollar Volume
- Government Educational Institutions
- Other

**8. TRADE AGREEMENTS ACT OF 1979, as amended:**

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



**9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:**

**10. Small Requirements:** The minimum dollar value of orders to be issued is for a 5 user box \$470 a month or 6,355 for purchase.

**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 132-8 - Purchase of Equipment

Special Item Number 132-12 – Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts

Special Item Number 132-32 - Term Software Licenses

Special Item Number 132-33 - Perpetual Software Licenses

Special Item Number 132-34 – Maintenance of Software

**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**

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

**20. BLANKET PURCHASE AGREEMENTS (BPAs)**

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

**21. CONTRACTOR TEAM ARRANGEMENTS**

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

**22. INSTALLATION, DEINSTALLATION, REINSTALLATION**

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

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services 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: <http://www.entrebtc.com>, [www.netilla.com/](http://www.netilla.com/)

The EIT standard can be found at: [www.Section508.gov/](http://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 PURCHASE OF  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT  
(SPECIAL ITEM NUMBER 132-8)**

**1. MATERIAL AND WORKMANSHIP**

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

**2. ORDER**

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

**3. TRANSPORTATION OF EQUIPMENT**

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

**4. INSTALLATION AND TECHNICAL SERVICES**

**\*\*NOTE: Contractors are to indicate in the pricelist whether the equipment is self-installable.\*\***

- a. **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:

Installation \$125.00 hour, not including travel to be billed separately

Deinstallation \$125.00 hour, not including travel to be billed separately

Reinstallation \$125.00 hour, not including travel to be billed separately

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

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

- c. OPERATING AND MAINTENANCE MANUALS. The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

## **5. 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 equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment 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 item, unless the change is due to the defect in the item.

## **6. WARRANTY**

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

**Entre BTG will provide the standard Netilla Warranty which is included at the end of this catalog.**

- 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.
- d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows: **Entre BTG Inc., 6649-A Peachtree Industrial Blvd, Norcross, GA 30092 Attn. Service Dept.**

## **7. PURCHASE PRICE FOR ORDERED EQUIPMENT**

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

## **8. RESPONSIBILITIES OF THE CONTRACTOR**

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

## **9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT**

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

**TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR  
SERVICE AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY  
EQUIPMENT (AFTER EXPIRATION OF GUARANTEE/WARRANTY  
PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED  
BY GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED EQUIPMENT  
(SPECIAL ITEM NUMBER 132-12)**

**1. SERVICE AREAS**

- a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within a **50** mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be stated in paragraphs 8.d and 9.d of this Special Item Number 132-12.
- b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

**In the event equipment under warranty becomes non functional due to a hardware failure Entre BTG will perform an advance exchange for the equipment. The broken equipment will be boxed up and sent to Entre BTG and a new configured piece of equipment will be sent to the agency. Prior to the advance exchange Entre BTG must be able to determine that it is indeed a hardware failure with the equipment.**

**2. MAINTENANCE ORDER**

- a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 132-12). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.
- b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lessor period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.
- c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.
- d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.



- e. 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.
- f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

### **3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS**

- a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.
- b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

### **4. LOSS OR DAMAGE**

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

### **5. SCOPE**

- a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.
- b. Equipment placed under maintenance service shall be in good operating condition.
  - (1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.
  - (2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
  - (3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

### **6. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

- a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.
- b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.

### **7. RESPONSIBILITIES OF THE CONTRACTOR**

For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.

### **8. MAINTENANCE RATE PROVISIONS**

- a. The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.

b. **REGULAR HOURS**

The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.

c. **AFTER HOURS**

Should the ordering activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.

d. **TRAVEL AND TRANSPORTATION**

If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and the Contractor's service area, the charge will be:

\$65.00 per hour, not including additional travel costs such as air fare and lodging. This is for a distance over 50 miles. These shall be agreed to by the Agency and Entre BTG before dispatch of technical resource.

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e. **QUANTITY DISCOUNTS**

Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by a ordering activity are indicated below:

Quantity Range	Discounts
<u>      N/A      </u> Units	<u>          </u> %
<u>              </u> Units	<u>          </u> %
<u>              </u> Units	<u>          </u> %

**9. REPAIR SERVICE RATE PROVISIONS**

a. **CHARGES.** Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.

b. **MULTIPLE MACHINES.** When repairs are ordered by a ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.

c. **TRAVEL OR TRANSPORTATION**

(1) **AT THE CONTRACTOR'S SHOP**

- (a) When equipment is returned to the Contractor's shop for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc., from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.
- (b) The ordering activity should not return defective equipment to the Contractor for adjustments and repairs or replacement without his prior consultation and instruction.

(2) **AT THE ORDERING ACTIVITY LOCATION (Within Established Service Areas)**

When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones. No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the repair service rates listed.

(3) AT THE ORDERING ACTIVITY LOCATION (Outside Established Service Areas)

(a) The repair service rates listed for subparagraph (2) above apply, except that a travel charge of **\$1.50** per mile for repairmen will apply to the round-trip distance between the geographic limits of the applicable service area and the ordering activity location. Such charge will apply as an additional charge, but it will be limited to one round trip for each request that is made by the ordering activity for repair service, regardless of whether repairs are performed at the ordering activity location or at the Contractor's shop.

(b) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

d. LABOR RATES

(1) REGULAR HOURS

The Regular Hours repair service rates listed herein shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering activity location. There shall be no additional charge for repair service which was requested during Regular Hours, but performed outside the Regular Hours defined above, at the convenience of the Contractor.

(2) AFTER HOURS

When the ordering activity requires that repair service be performed outside the Regular Hours defined above, except Sundays and Holidays observed at the ordering activity location, the After Hours repair service rates listed herein shall apply. The Regular Hours rates defined above shall apply when repair service is requested during Regular Hours, but performed After Hours at the convenience of the Contractor.

(3) SUNDAYS AND HOLIDAYS

When the ordering activity requires that repair service be performed on Sundays and Holidays observed at the ordering activity location, the Sundays and Holidays repair service rates listed herein shall apply. When repair service is requested to be performed during Regular Hours and/or After Hours, but is performed at the convenience of the Contractor on Sundays or Holidays observed at the ordering activity location, the Regular Hours and/or After Hours repair service rates, as applicable, shall apply.

REPAIR SERVICE RATES

LOCATION	MINIMUM CHARGE*	REGULAR HOURS PER HOUR**	AFTER HOURS PER HOUR**	SUNDAYS AND HOLIDAYS PER HOUR
CONTRACTOR'S SHOP	<b><u>\$125.00</u></b>	<b><u>\$125.00</u></b>	<b><u>\$175.00</u></b>	<b><u>\$250.00</u></b>
ORDERING ACTIVITY LOCATION (WITHIN ESTABLISHED SERVICE AREAS)	<b><u>\$125.00</u></b>	<b><u>\$125.00</u></b>	<b><u>\$175.00</u></b>	<b><u>\$250.00</u></b>
ORDERING ACTIVITY LOCATION (OUTSIDE ESTABLISHED SERVICE AREAS)	<b><u>\$125.00</u></b>	<b><u>\$125.00</u></b>	<b><u>\$175.00</u></b>	<b><u>\$250.00</u></b>

\*MINIMUM CHARGES INCLUDE 1 FULL HOURS ON THE JOB.

\*\*FRACTIONAL HOURS, AT THE END OF THE JOB, WILL BE PRORATED TO THE NEAREST QUARTER HOUR.

**10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS**

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist dated July 20<sup>th</sup> 2002, at a discount of N/A% from such listed prices.

**11. GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS**

a. REPAIR SERVICE

All repair work will be guaranteed/warranted for a period of 1 Year.

b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period 90 Days.

**12. INVOICES AND PAYMENTS**

a. Maintenance Service

(1) 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) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

b. Repair Service and Repair Parts/Spare Parts

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

**TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE (SPECIAL ITEM NUMBER 132-34) 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.

**Entre BTG will provide the Standard Commercial Warranty for each of its offerings. Further details can be found at the end of this catalog.**

- 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 **(770) 300-0256 ext. 3** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from **8:30 am** to **5:30 pm EST**.

**4. SOFTWARE MAINTENANCE**

- a. Software maintenance service shall include the following:

**Manufacturer's Standard Commercial Warranty will apply**

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

**5. PERIODS OF TERM LICENSES (132-32) AND MAINTENANCE (132-34)**

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Term licenses and/or 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 term licenses and/or maintenance, 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/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or 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 term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

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

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to **NOT APPLICABLE**% of all term license payments during the period that the software was under a term license within the ordering activity.

**7. TERM LICENSE CESSATION – NOT APPLICABLE**

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

**8. UTILIZATION LIMITATIONS - (132-32, 132-33, AND 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.

#### **9. 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. 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.

#### **10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

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

#### **11. RIGHT-TO-COPY PRICING**

The Contractor shall insert the discounted pricing for right-to-copy licenses.

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

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

**PREAMBLE**

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

**COMMITMENT**

To actively seek and partner with small businesses.

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

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact (Insert Company Point of contact, phone number, e-mail address, fax number).



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.

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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 of 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.

**Entre BTG, Inc.**

Contract No. GS-35F-0102N

GS-35F-0102N

Effective: October 26, 2007



Business Technology Group

SIN	MFG	PART NUMBER	PRODUCT DESCRIPTION	AWARDED GSA PRICE w/IFF	WARRANTY	COO
132-32	McAfee	TENCDE-DA-JI	Total Protection Enterprise Upgrade w/ 1st Year Gold SW Support	<b>\$10.36</b>	1 Year	US
132-34	McAfee	AVMYFM-AA-JI	VirusScan for MAC 1 Year Gold SW Support	<b>\$2.69</b>	1 Year	US
132-32	McAfee	TENCDE-BA-JI	Total Protection Enterprise Comp Disp w/ 1st Year Gold SW Support	<b>\$12.80</b>	1 Year	US
132-32	McAfee	TSBFCE-AA-FI	Total Protection SMB 2 Year Subs w/ 2 Year Gold SW Support	<b>\$16.62</b>	2 Year	US
132-34	McAfee	AVMYFM-AA-FI	VirusScan for MAC 1 Year Gold SW Support	<b>\$5.10</b>	1 Year	US
132-34	McAfee	AVMYFM-AA-FI	VirusScan for MAC 1 Year Gold SW Support	<b>\$5.10</b>	1 Year	US
132-32	McAfee	TENCFE-BA-GI	Total Protection Enterprise Upgrade w/ 1st Year Gold SW Support	<b>\$36.06</b>	1 Year	US

## INTRODUCTION AND SUMMARY

### About Entre BTG

Entre Business Technology Group (Entre BTG) is an integrator of information technology systems providing solutions which assist our customers ability to be more productive, more profitable, reducing their risks and making their lives easier. We provide small to mid-sized business, state & local governments, and educational institutions with design, procurement, installation, tracking, maintenance and management their computing environment. At Entre BTG, our focus has always been on service.

#### The Entre BTG Advantage - What Sets Us Apart

Located in Norcross and Macon, Georgia, Entre BTG supports the technology needs of Greater Atlanta and Georgia with a local presence. Entre BTG enables you to develop a local partnership with technology leaders.

Entre BTG's approach to service delivery ensures you maximize your investment in technology and reduce your technology total cost of ownership. As a result, Entre BTG will impact your technology spending positively by providing:

- Highly trained technical team
- On-Site Support
- Authorized and Certified on a broad range of products and services
- Guaranteed on-site response
- Specializing in maintenance of file servers, desktops, laptops, printers, scanners and peripherals.
- Local support staff
- Critical Parts Sparing
- Emergency System replacement option
- Preventative Maintenance
- Customer "delight"

#### Our Partners and Industry Recognition

Entre BTG has well-established relationships, with the leading technology companies, computer manufacturers and networking vendors. Entre BTG includes among our partners: Compaq, Hewlett Packard, Dell, IBM, Microsoft, 3Com, Novell and Cisco.

Entre BTG has a staff of certified network engineers, network administrators and system engineers. These certifications assure the proper management of your technology platforms. Whether deployed to service your network or dedicated on-site at your facility, our technical team provides personnel with the right experience and training to get the job done right. Our engineering staff includes:

• Microsoft Certified Systems Engineers (MCSE)	• A+ Certifications	• HP Star
• Microsoft Certified Professional (MCP)	• Cisco CCPA	• Project Managers
• Certified Novell Engineers (CNE)	• Business Process Engineers	• ASE/ACE
• Certified Novell Administrators (CNA)	• Help Desk	• UNIX

#### About the Netilla Product

The Netilla® Service Platform is a Web-based, secure remote-access solution that allows remote users in any location to access business applications, files, and data securely on your network using a Web browser. The power to instantly deliver virtually any application anywhere, through a Web browser, makes the Netilla Service Platform a truly universal remote-access

solution. Its seamless setup and deployment provide for cost-efficient remote application access while preserving the integrity of your existing network.

#### **Any Application, Any File . . .**

##### **Optimized Performance**

Available in enterprise- and business-class models, a single Netilla service platform enables a wide range of application access, as well as file sharing, e-mail and remote printing. Users can access a host of commercial and proprietary client/server applications running on Microsoft Windows®, UNIX®, Linux®, Mainframe 3270, as well as intranet Web servers.

To ensure optimum application performance over the Internet, the Netilla platform sends compressed data - such as screen images and changes - from the application server to the user's remote workstation. The result is a "thin" data stream that provides a natural user experience offering smooth application performance over a variety of bandwidths and conditions.

##### **Authorization**

- Support for Netilla local groups
- Compatible with existing Windows 2000 Global groups
- Application access control by user or groups

##### **Authentication**

- Single login enforcement
- Supports multiple authentication stages
- Supports multiple domains
- Radius® (RFC 2865)
- Microsoft Windows® NT/2000
- RSA SecurID® Ready
- RSA Ace 5 Server Ready
- Verisign® digital certificate

##### **Encryption**

- 128-bit SSL 3.0 encryption
- Encryption of all authentication and session data
- Mandatory encryption levels

##### **Operating Architecture**

- Application layer proxy
- Hardened Linux O/S
- Hardened Apache® Web-server

##### **Firewall**

- Internal dual-Ethernet protection option
- Stateful-inspection technology
- Firewall transversal to limit port openings
- Ideal for multi-layer firewall designs
- Bastion host configuration

##### **Management Reporting**

- Firewall logs and diagnostic tools
- User audit trails by application

## **Making The Remote Accessible™**

The Netilla service platform provides remote access over the Internet to applications, files and data for branch offices, telecommuters, mobile employees, partners, customers and suppliers.

Quick to deploy, reliable and affordable, the Netilla service platform contributes to business productivity, the preservation of existing infrastructure investments, and improved customer service by integrating remote access, simplified management, and pre-bundled security into a single IT service platform.

### **Remote Access to Applications, Files & Data**

The Netilla service platform is the means for delivering secured, centralized resources beyond the local network, to the people who need them. Netilla's service platform securely allows any application, file or data to be delivered to any standard Web browser. Businesses can establish their infrastructure for running commercial and proprietary applications over the Internet, with zero software programming and hardware investment, to increase mobile employee productivity, connect branch offices, enable business-to-business collaboration with vendors and partners, and provide greater customer support anywhere in the world.

The Netilla service platform allows user to run applications from anywhere with a standard Web browser as if they were local.

- Intuitive Browser-based access
- Remote access and run applications from centralized server
- Remote access to files
- Remote access databases
- Remote access to company e-mail server
- Print locally from a remote application
- Save locally or to remote network server
- Hardened Linux platform
- Industry standard protocols
- Dynamic optimization for all bandwidth connections
- Bastion host configuration
- Application layer proxy
- 128-bit SSL encryption
- No new firewall ports to open
- External authentication (optional)
- Stateful Inspection Firewall (optional)
- Browser-based client access
- Any application on virtually any operating system
- Single, centralized gateway
- Easily extend secure resources to extranet partners and suppliers
- Remote user administration
- Subscription-based service
- No client software to install
- Turnkey solution
- \* coming soon

## **Security**

The Netilla service platform blends the security of a remote access, virtual private network (VPN) with the benefits of server-based computing, without the associated costs and complexity. The result is a hardened solution that safeguards company assets with best-of-breed security technologies.

## **Management**



The Netilla service platform delivers secure, remote management of network resources and user access from any location, anytime. Using only a standard Web browser, system administrators can remotely and securely manage PC and server desktops, centralized applications, and business-critical data.

- Authentication, authorization and policies
- Performance monitoring & reporting
- Remote updates and upgrades for security and new features
- Single sign-on for centralized login control
- Application usage and end-user audit trails
- Firewall monitoring and reporting
- User interface customization

- Windows NT
- RADIUS
- Two-factor.

- UNIX/Linux X.11
- Windows 2000 Terminal Services
- Mainframe 3270 Emulation
- Web-based intranet applications.

- Dedicated Internet Access with Static IP address – 256 Kbps and above
- 10/100 BASE-T Ethernet Network with open hub connection application server
- IMAP-compatible e-mail server for Netilla e-mail client

- Web Browser with Java Virtual Machine
- Microsoft Internet Explorer 5.0 or Netscape Navigator 4.7 and higher
- 28.8Kb/s (minimum) Internet access (dialup, cable-modem, satellite)

#### Specifications

##### Physical Specifications:

- Dimensions: 17 in. x 12.5 in. x 1.75 in. (43.2 cm x 31.8 cm x 4.5 cm); fits in a standard single-unit, 19-in. equipment rack.

- Weight: 9 lbs. 3 oz. (4.2 kg)
- Power Requirements: Input rating 100-240 V, 50/60 Hz
- Power Consumption: 45 watts

##### Operating Environment:

- 32oF to 95oF (0oC to 35oC)
- 10% to 90% humidity (noncondensing)

##### Non-operating environment

- 14oF to 112oF (-10oC to 50oC)
- 5% to 93% humidity (noncondensing)

##### Light-emitting diodes (LEDs):

- Power
- Transmit/Receive
- Link

##### Securing the process of remote access

The Netilla service platform is a pre-bundled security and remote-access solution that adheres to the principle that security is a process. The Netilla service platform administers security of applications, files, and data delivered over the Internet at many levels – from the people who use and manage them to the devices and servers that support them.

- Collision
  - 100 Mb/s Operation
- ##### Software
- Patent-pending Netilla software
  - Linux Kernel
  - Apache Web server
  - Tarantella AIP (Adaptive Internet Protocol)

##### Regulatory Approvals:

- CISPR 22B
- VCCI-B
- UL
- C-UL
- TUV
- CE
- Ausatel
- BSMI/BCIQ
- RRL

Once connected to the business network, the Netilla service platform establishes a reliable and trusted gateway between an Internet browser and network resources. The Netilla platform reduces the risk of unauthorized access to vital network resources with the integration of standards-based security technologies and protocols that have been tested for reliability and effectiveness.

#### **USER Security**

- 128-bit SSL encryption of each session
- Compatible with external authentication for single sign-on
- Easily administer user logins
- Usage monitoring and reporting

#### **APPLICATION Security**

- Authentication, authorization and policy
- Application layer proxy - terminates outside protocols, then converts them to local network protocols
- Eliminates traditional VPN, open-ended network access

#### **NETWORK Security**

- Hardened Linux platform
- Bastion host configuration - eliminates direct application server access from outside the firewall
- No dependence on MS IIS server
- No new firewall ports to open
- Digital certificate authentication eliminates spoofing and man-in-the middle attacks
- Works with existing security architecture, such as DMZ and firewalls
- Built-in Stateful Inspection Firewall (optional)
- Minimal customization of existing infrastructure compared to other solutions

**GSA Pricing  
Effective April 1, 2002**

Item #	Product & Service	Product Description	Pricing	GSA Pricing
NSPB-30	Netilla Business Platform	Includes first 25 ports (150 port maximum)	\$10,714	\$10,604.71
NSPB-30-PP	5 Port Pack - Business	Additional Business Port Packs	\$1,250	\$1,237.25
NSPB-FI	Netilla AppGuardian	Up to 150 subscribers per platform	\$2,590	\$2,563.58
NSPB-MA	Mainframe Business Access	Up to 150 subscribers per platform	\$4,143	\$4,100.74
	<b>Business Maintenance Services</b>	<b>First Year Mandatory</b>		
ARS-B-M	Annual Platform Maintenance	Includes first 25 ports	\$1,929	\$1,909.32
ARS-B-MD	Annual Platform Maintenance PLUS	Includes first 25 ports	\$2,143	\$2,121.14
ARS-B-5M	Annual 5 Port Maintenance		\$221	\$218.74
ARS-B-5P	Annual 5 Port Maintenance PLUS		\$250	\$247.45
NSPE-30	Netilla Enterprise Platform	Includes first 100 ports (400 port maximum)	\$30,000	\$29,694
NSPE-30-PP	5 Port Pack - Enterprise		\$1,429	\$1,414.42
	Netilla AppGuardian	Up to 400 subscribers per platform	Included	
NSPE-MA	Mainframe Enterprise Access	Up to 400 subscribers per platform	\$11,384	\$11,267.88
	<b>Enterprise Maintenance Services</b>	<b>First Year Mandatory</b>		
ARS-E-M	Annual Platform Maintenance	Includes first 100 ports	\$4,429	\$4,383.82
ARS-E-MP	Annual Platform Maintenance PLUS	Includes first 100 ports	\$5,000	\$4,949
ARS-E-5M	Annual 5 Port Maintenance		\$221	\$218.74
ARS-E-5P	Annual 5 Port Maintenance PLUS		\$250	\$247.45

reserves the right to change prices and items with prior written notice.  
 may offer certain promotional offers from time to time which Resellers may be eligible for if the products and services purchased during the time that promotional offer is in effect.  
 Pricing does not include any high-speed or dialup Internet service which may be required to access the Netilla Service  
 rm.  
 ers may charge separately for additional services.  
 intenance services purchased must cover platform and all additional port packs.

		Comments	Pricing	GSA Pricing
FLA-NC	Domain Name Change Request for URL o Within 48 hours of install date or post install	Per Service Platform	\$311	\$307.82
FLA-CD	Custom Domain (Non-Netilla owned domain)	Per Service Platform	\$781	\$773.03

FLA-I	Netilla Installation (US only, o Minimum 1 day o During normal business hours o Does not include travel expenses	Per Service Platform	\$1237.25	
LAB-S	Netilla On-Site Labor (US only) Minimum 4 hours	Per Hour	\$188	\$186.08
TRV-S	Netilla Travel Charges (US only)	Per Hour	\$63	\$62.35
PHO-S	Integrator Phone Support o After first 15 minutes o Included at no charge if maintenance option o Included at no charge if service option o Support for issues outside NSP	Per Hour (Minimum ¼ hour)	\$187	\$185.09

Effective April 1, 2002 Pricing subject to change

## Secure, Remote Administration

Securely manage network resources and user access from anywhere

With a standard Web browser, system administrators can remotely and securely manage PC desktops, server desktops, applications and network resources through the Netilla service platform. Using the Netilla service platform, administrators, from the road or from home, can address trouble tickets and monitor internal resources without sending passwords over insecure links.

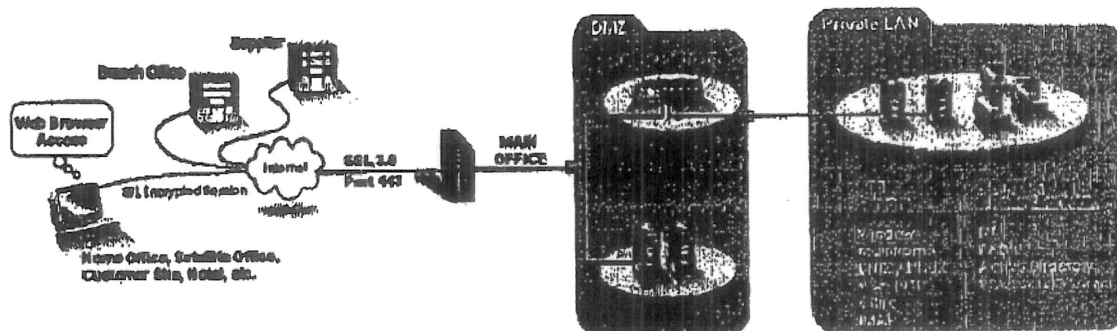
- Remotely monitor Netilla service platform
- Remotely provision user remote-access

## Strategy for Disaster Recovery

Ensure business continuity with the Netilla service platform

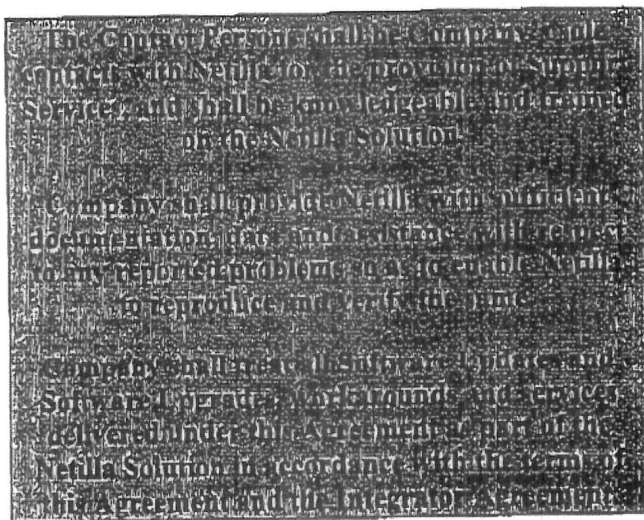
Any business is prone to an unanticipated event that can render its network inaccessible for LAN access. Caused by severe weather, malicious intent or a host of possibilities, this could mean lost revenue and additional expenses. By allowing employees, partners, or customers to have access to applications, files and data located on any network, the Netilla service platform is an ideal component in a disaster recovery plan. The Netilla service platform provides a secure gateway that extends any network resource to an authorized user. Regardless of physical location or PC operating system, users can reach a centralized network through a standard Web browser. This level of network accessibility to applications, data and other intellectual property is critical to ensuring business continuity.

- Reliable
- Secure
- Browser-based access to applications, files, data and company email
- Quick deployment
- Easily create and remove users
- No major network modifications
- No client hardware or software installation



respect to questions and issues that are properly directed to Netilla by way of a Contact Person. Nothing in this Agreement shall require Netilla to provide on-site or in-person assistance or consultation to Company. Netilla shall only be obligated to provide Support Services for the current release of the Netilla Solution. Netilla shall have no obligation to provide Support Services in connection with any questions or problems that arise from (i) any modification to Netilla Solution not made by Netilla, (ii) use of Netilla Solution in a manner, or in conjunction with software or equipment, not described in the documentation, or in any way not permitted under this Agreement, or (iii) as a result of the negligence or intentional misconduct of any user of Netilla Solution. Netilla, at its option, may offer to perform troubleshooting, error correction, diagnostic or other programming services relating to the matters listed in subsections (i) through (iii) above for Company at its then current time and materials rates.

Company Obligations. Company agrees as follows:



## SUPPORT FEES

Support Fees. Netilla's obligations to provide the Support Services are contingent upon Company's payment of the annual Maintenance Fees (the "Fees") set forth on each Maintenance Schedule hereto and any Fees as may be set forth on any addendum to this Agreement. Company shall pay the Fees to Netilla in U.S. dollars within thirty (30) days of invoice date.

Taxes. Any sales, use, duties, tariffs or other similar taxes assessed by any foreign government or federal, state and local government or attributable to the sale, use or distribution of the Netilla Solution (excluding taxes on Netilla's net income), shall be paid by Company and if paid or required to be paid by Netilla, Netilla shall invoice Company for such amount and Company shall immediately reimburse Netilla for all such amounts. The Fees shall be grossed-up for any non-refundable withholding tax imposed on Netilla by a foreign governmental entity.

Overdue Payments. If any payment or any other sum due from Company under this Agreement should become past due, Netilla may charge Company a late payment charge of the lesser of (i) one and one-half (1.5) percent per month and (ii) the legal maximum as may be permitted by law on the past due balance.

## TERM AND TERMINATION

Term. With respect to the Netilla Solution listed on each Maintenance Schedule attached hereto or to be attached hereto from time to time, each such schedule shall be effective when executed by the parties ("Maintenance Schedule Effective Date") and shall remain in effect for a period of one (1) year from the Maintenance Schedule Effective Date, unless terminated earlier in accordance with the provisions contained herein. Subject to the terms contained herein, and provided that Company has paid the applicable Fees, each Maintenance Schedule will automatically renew each year for additional one year terms (each, a "Maintenance Renewal Term") unless either party notifies the other party in writing at least thirty (30) days prior to the end of the Term or any Maintenance Renewal Term, as applicable, that it has elected to terminate such Schedule.

The term of this Agreement shall commence on the Effective Date and shall end upon the termination or expiration of the last Maintenance Schedule to terminate or expire unless terminated earlier in accordance with the provisions herein.

Termination. If either party is in default or breach of its obligations hereunder and such default or breach continues or remains uncured for at least thirty (30) days following notice thereof the non-



breaching party, in addition to any other remedies it may have, may terminate the applicable Maintenance Schedule corresponding to such breach and/or this Agreement. No delay or failure of the non-breaching party to exercise any right or remedy will operate as a waiver thereof.

Automatic Termination. The provisions of this Agreement shall apply only to a Netilla Solution that is covered by a valid Integrator Agreement and applicable EULA. Each Maintenance Schedule will terminate automatically, without notice, upon the termination of the Agreement(s) covering the Netilla Solution identified in such Maintenance Schedule.

#### **LIMITATIONS OF WARRANTY AND LIABILITY**

THE SUPPORT SERVICES ARE PROVIDED AS-IS AND, NETILLA DISCLAIMS ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SUPPORT SERVICES AND NETILLA SOLUTION, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

IN NO EVENT SHALL NETILLA BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER UNDER THIS AGREEMENT OR OTHERWISE, EVEN IF NETILLA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR FOR ANY CLAIM AGAINST COMPANY BY END USERS OR ANY OTHER PARTY.

IN NO EVENT WILL NETILLA BE LIABLE FOR ANY REPRESENTATION OR WARRANTY MADE TO ANY END USER OR OTHER THIRD PARTY BY COMPANY, ANY AGENT OF COMPANY, OR OTHER PERSON OR ENTITY IN THE DISTRIBUTION CHAIN.

IN NO EVENT WILL NETILLA'S AGGREGATE LIABILITY EXCEED THE AMOUNT OF FEES RECEIVED BY NETILLA HEREUNDER FOR THE THEN CURRENT INITIAL TERM OR

#### **RENEWAL TERM AS APPLICABLE, OF THIS AGREEMENT.**

The limitations specified in this Section 5 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose. The remedies specified in this Agreement are cumulative and are in addition to any other remedies which may be available either under the Agreement or at law or in equity.

Acknowledgment. Company acknowledges and agrees that the level of the Fees under this Agreement have been set based on the application of the limitations described in this Section 5.

#### **MISCELLANEOUS**

Entire Agreement. This Agreement (including its addenda) constitutes the entire agreement between Netilla and Company with respect to the support of the Netilla Solution, and hereby supersedes and terminates any prior agreements or understandings relating to such subject matter, including but not limited to any evaluation or beta test licenses previously entered into by Netilla and Company. No addendum, waiver, consent, modification, amendment or change of the terms of this Agreement shall bind either party unless in writing and signed by duly authorized officers of Netilla and Company.

Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provisions held to be unenforceable, unless such construction would materially alter the meaning of this Agreement.

Assignments. Neither this Agreement nor any rights, obligations or licenses granted hereunder may be assigned or delegated by Company without the prior written consent of Netilla. For purposes of this Section, a merger, acquisition or change of control of Company shall be deemed to be an assignment. This Agreement shall inure to the benefit of the parties and their permitted successors and assigns.

**Notices.** All notices, requests, ~~communications~~ and other communications, required or permitted to be given hereunder, shall be in writing and shall be deemed to have been duly given if delivered personally or sent by email, telefax or mailed first-class, postage pre-paid, by registered or certified mail (notices sent by email or telefax shall be deemed to have been given on the date sent; those mailed shall be deemed to have been given five (5) days after mailing, as follows) or to such other address as any Party shall designate by notice in writing to the other at the addresses appearing on the first page of this Agreement.

**Governing Law and Jurisdiction.** This Agreement shall be governed by, and any arbitration or court actions shall apply, the laws of the State of New Jersey excluding: (i) its conflicts of laws principles; and (ii) the United Nations Convention on Contracts for the International Sale of Goods.

**Dispute Resolution.** If Company's distribution and use of the Netilla Solution is outside the U.S., Company agrees that any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by binding arbitration conducted in the English language in Somerset, New Jersey, U.S.A. under the commercial arbitration rules of the United Nations Commission on International Trade Law. Each party shall appoint an arbitrator and the two arbitrators so appointed shall jointly appoint a third arbitrator; provided, however, that if they cannot agree (or if one party refuses to appoint an arbitrator) within thirty (30) days after the initiation of the arbitration, then this third arbitrator shall be appointed by the President of the American Arbitration Association ("AAA"). Disputes about arbitration procedure shall be resolved by the arbitrators, or failing agreement, by the President of

the AAA. The arbitrators may proceed to an award notwithstanding the failure of the either Party to participate in the proceedings. Discovery shall be limited to mutual exchange of documents relevant to the dispute, controversy or claim; depositions shall not be permitted unless agreed to by both Parties. The arbitrators shall be authorized to grant interim relief, including to prevent the destruction of goods or documents involved in the dispute, protect trade secrets and provide for security for a prospective monetary award. In no event shall punitive damages (including without limitation multiple damages) be assessed against either Party. The prevailing Party shall be entitled to an award of reasonable attorney fees incurred in connection with the arbitration in such amount as may be determined by the arbitrators. The award of the arbitrators shall be the sole and exclusive remedy of the Parties and shall be enforceable in any court of competent jurisdiction, subject only to revocation on grounds of fraud or clear bias on the part of the arbitrators. Notwithstanding this, application may be made to any court for a judicial acceptance of the award or order of enforcement.

**Section Headings.** Captions and section headings hereof are for reference purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

**No Waiver.** The waiver by either party of a breach of a default of any provision of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has, or may have thereunder, operate as a waiver of any right, power or privilege by such party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

NETILLA

COMPANY

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

**EXHIBIT A**  
**Maintenance Schedule**  
**to**  
**Netilla Networks, Inc.**  
**Maintenance Agreement**

**Netilla Solution Serial Numbers:**

\_\_\_\_\_

**Maintenance Effective Date:**

\_\_\_\_\_

**Contact Person:**

\_\_\_\_\_

**Backup Contact Person:**

\_\_\_\_\_

**Maintenance Fees:**

\_\_\_\_\_

**NETILLA**

**COMPANY**

**By:** \_\_\_\_\_ **By:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Title:** \_\_\_\_\_



**Priority Technical Support.** In addition to the above, Netilla will prioritize each call received, to be reviewed and assigned to a Netilla support person within 1 hour of notification to Netilla of an issue.

**Next Business Day Hardware Replacement.** Netilla will replace any hardware product, which is defective in materials, or workmanship with a replacement unit that is equivalent in performance, by overnight shipment within the U.S., provided the determination of failure is made before 4:00 pm EST.

**Remote Diagnostic and Troubleshooting.** Netilla will provide remote diagnostic and troubleshooting of the Netilla Solution for Company to an End User Netilla Solution unit, provided that the End User has signed the Remote Access Addendum of the End User Licensing Agreement for remote authorization. Remote support involves opening the required port(s) on the End User firewall to allow Netilla to access the Netilla Solution at the End User's site. Company is responsible for making all necessary access available to Netilla.

**Software Updates.** Netilla will provide access to Software Updates to be installed on all Company installed End User Netilla Solution units. The Company will initiate a request for a download to be performed. Netilla reserves the right to deny access to downloads to any specific End User units.

**Software Upgrade.** Netilla will provide access to Software Upgrades to be installed on all Company installed End User units. The Company will initiate a request for a download to be performed. Netilla reserves the right to deny access to downloads for specific End User units.

**Automatic Certificate Renewal.** Netilla Networks will automatically renew the assigned/installed certificate, except for those with a Custom Host Domain Name.