

Period Covered by Contract:
November 28, 2012 through November 28, 2017



Prices Current as of November 27, 2012

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

From a one-person consulting and training company founded by Bill English in 1993, Mindsharp has grown to become highly respected education and consulting company with more than 30 employees and 20 partners who specialize in providing solutions using Microsoft enterprise technologies.

Mindsharp, which is a privately held education company, is a Minnesota-based corporation with offices located at:

English, Bleeker & Associates (D/B/A Mindsharp)

7767 Elm Creek Blvd, Suite 220
Maple Grove, MN 55369
Tel: (763) 496-4000
Fax: (763) 496-4050
Website: www.mindsharp.com
EIN: 41-1751427
DUNS: 042232350

Special Item Numbers (SIN)

132-50 – Training Courses (FPDS Code U012)

132-33 –Perpetual Software License:

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

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

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid Software

Microcomputers

- Operating System Software
- Application Software
- Electronic Commerce (EC) Software
- Utility Software
- Communications Software
- Core Financial Management Software
- Ancillary Financial Systems Software
- Special Physical, Visual, Speech, and Hearing Aid 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>.

Contract Number: GS-35F-0118U

Period Covered by Contract: 11/28/2012 thru 11/28/2017

**General Services Administration
Federal Acquisition Service**

Pricelist current through Modification #___PS0005___, dated ___11/27/2012___.

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

Table of Contents

Information for ordering activities applicable to all Special Item Numbers	6
Terms and Conditions applicable to purchasing of training courses for general purpose commercial information technology equipment and software (SIN 132-50)	12
(TOS) Public Class Conditions & Policies (EULA).....	14
(TOS) Private Training Agreement (EULA)	15
(TOS) UserVersity License Agreement (EULA).....	16
(TOS) License Agreement for use of the Member and/or Site Owner Course(s) (EULA).....	22
English, Bleeker & Associates (D/B/A: Mindsharp) Price List.....	28
USA Commitment to promote Small Business Participation Procurement Programs	36
Best Value Blanket Purchase Agreement Federal Supply Schedule	37

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

**SPECIAL NOTICE TO AGENCIES: Small Business
Participation**

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

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

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

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

1. GEOGRAPHIC SCOPE OF CONTRACT:

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

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

Offerors are requested to check one of the following boxes:

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

The Geographic Scope of Contract will be overseas delivery only.

The Geographic Scope of Contract will be domestic delivery only.

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

English, Bleeker & Associates (D/B/A
Mindsharp)
7767 Elm Creek Blvd, Suite 220
Maple Grove, MN 55369
Tel: (763) 496-4000

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

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

(763) 496-4059 – Michael Foye, GSA Contact & Purchasing,

(763) 496-4045 – Technical Support

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

Block 9: G. Order/Modification Under Federal Schedule Contract
Block 16: Data Universal Numbering System (DUNS) Number: 042232350
Block 30: Type of Contractor: B. Other Small Business
Block 31: Woman-Owned Small Business – No.
Block 37: Contractor's Taxpayer Identification Number (TIN): 41-1751427
Block 40: Veteran Owned Small Business (VOSB): No.
4a. CAGE Code: 3JGJ3
4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

All Products and Services are 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:

SIN	Delivery Time (Days ARO)
132-50	Negotiated with Ordering Agency
132-33	Negotiated with Ordering Agency

b. URGENT REQUIREMENTS:

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

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

- a. **Prompt Payment:** 0% - 30 days from receipt of invoice or date of acceptance, whichever is later.
- b. **Quantity – NONE**
- c. **Dollar Volume -- NONE**
- d. **Other Special Discounts –** Government Education institutions are offered the same discounts as all other government customers unless otherwise specified in the pricelist.

8. TRADE AGREEMENTS ACT OF 1979, as amended:

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

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

Not applicable.

10. Small Requirements: The minimum dollar of orders to be issued is \$100.00.

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

a. The Maximum Order for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-33 - Perpetual Software Licenses

b. The Maximum Order for the following Special Item Numbers (SINs) is \$25,000:

Special Item Number 132-50 - Training Courses

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

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

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

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:

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

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

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

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):

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

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

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be

factored into the price offered under the Multiple Award Schedule program.

- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified

in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES:

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

16. GSA ADVANTAGE!

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

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

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.gsadvantage.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. 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.
- c. The maintenance/repair service provided is the standard commercial terms and conditions for the type of products and/or services awarded.

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:

_____ NONE _____

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 received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage

determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

23. SECTION 508 COMPLIANCE.

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

Yes ___

No ___

The offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). Section 508 compliance information on the supplies and services in this contract are available at the following website address (www.mindsharp.com)

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

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

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

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

(b) The following statement:

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

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

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

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

27. ADVANCE PAYMENTS

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

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

1. SCOPE

a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.

b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

2. ORDER

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

3. TIME OF DELIVERY

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

4. CANCELLATION AND RESCHEDULING

a. Cancellation Policy (Private Classes).

English, Bleeker & Associates (D/B/A Mindsharp) holds a penalty of 50% of the contract total if cancellation occurs within 30 days to the start of the first day of training. Mindsharp holds a penalty of 100% of the contract total for cancellation within 10 days of the first day of training. These penalties apply if no future training date is scheduled within six (6) months of the original training date. If a future training date is selected the Client will only be penalized for the Company's instructor travel costs and daily training rate provided by the Company.

b. Cancellation Policy (Public Classes).

Cancelling or rescheduling within 15 business days of an event will incur a reschedule fee of 50% of the published price of the course(s) you have registered for. This fee cannot be applied to the course registration fee nor can it be used as a credit toward the purchase of products or services. Cancellation fees do not apply to free events. We reserve the right to cancel any course due to insufficient enrollment.

c. Refund Policy (Public & Private Classes)

Any unused pre-payments for products or services will be refunded by written request to sales@mindsharp.com. Otherwise, all pre-payment are held as credits that need to be used within one year from the date the funds are received by English, Bleeker and Associates, Inc. Unused funds after one year are forfeited by you. Refunds are fulfilled by check within 60 days of the written request and are made payable to the organization or individual on the purchase order or, if no purchase order exists, to the individual from the registration information. Once a class is attended or a product is shipped, all sales are final, unless stated otherwise in a written contract between yourself and/or your organization and English, Bleeker and Associates, Inc.

e. The ordering activity reserves the right to substitute one student for another up to the first day of class.

f. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date,

5. FOLLOW-UP SUPPORT

The Contractor agrees to provide each student with online support for a period of 30 days from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

6. PRICE FOR TRAINING

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

7. INVOICES AND PAYMENT

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

8. FORMAT AND CONTENT OF TRAINING

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

b. ****If applicable**** for hands-on training courses, there must be a one-to-one assignment of IT equipment to students.

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

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

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

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

f. For all Public Online Training Courses, a copy of all training materials will be provided in an electronic format via Mindsharp's Secured PDF System. A printed manual may be requested at an additional cost to the Federal Government customer(s).

Important Information for Private Classes

Customization: All English, Bleeker & Associates (D/B/A Mindsharp) courseware are written in modular format, which allows Federal Government customers to choose the topics they wish Mindsharp to cover during the private class(es). This would be limited to the instructor's knowledge of said selected modules.

9. "NO CHARGE" TRAINING

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

NONE

PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) 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 post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

3. GUARANTEE / WARRANTY (EULA)

(TOS) Public Class Conditions & Policies

Cancellation Policy: We reserve the right to cancel any course due to insufficient enrollment.

REFUND POLICY: Once a class is attended or a product is shipped, all sales are final, unless stated otherwise in a written contract between yourself and/or your organization and English, Bleeker and Associates, Inc.

USE OF INFORMATION AND MATERIALS:

The information and materials contained in these pages, and the terms, conditions, and descriptions that appear, are subject to change. Unauthorized use of these web sites and systems including but not limited to unauthorized entry into the registration system, misuse of passwords, or misuse of any information posted on a site is strictly prohibited. Not all products and services are available in all geographic areas. Your eligibility for particular products and services is subject to final determination by us and/or his affiliates.

LINKS: THIS SITE MAY CONTAIN LINKS TO WEB SITES CONTROLLED OR OFFERED BY THIRD PARTIES. WE HEREBY DISCLAIM LIABILITY FOR, ANY INFORMATION, MATERIALS, PRODUCTS OR SERVICES POSTED OR OFFERED AT ANY OF THE THIRD PARTY SITES LINKED TO THIS WEB SITE. BY CREATING A LINK TO A THIRD PARTY WEB SITE, WE DO NOT ENDORSE OR RECOMMEND ANY PRODUCTS OR SERVICES OFFERED OR INFORMATION CONTAINED AT THAT WEB SITE, NOR ARE WE LIABLE FOR ANY FAILURE OF PRODUCTS OR SERVICES OFFERED OR ADVERTISED AT THOSE SITES. SUCH THIRD PARTY MAY HAVE A DIFFERENT PRIVACY POLICY AND THE THIRD PARTY WEBSITE MAY PROVIDE LESS SECURITY THAN THE THIS SITE.

NO WARRANTY: THE INFORMATION AND MATERIALS CONTAINED IN THIS SITE, INCLUDING TEXT, GRAPHICS, LINKS OR OTHER ITEMS ARE PROVIDED "AS IS", "AS AVAILABLE". WE DO NOT WARRANT THE ACCURACY, ADEQUACY OR COMPLETENESS OF THIS INFORMATION AND MATERIALS AND EXPRESSLY DISCLAIMS LIABILITY FOR ERRORS OR OMISSIONS IN THIS INFORMATION AND MATERIALS. NO WARRANTY OF ANY KIND, IMPLIED, EXPRESSED OR STATUTORY INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND FREEDOM FROM COMPUTER VIRUS, IS GIVEN IN CONJUNCTION WITH THE INFORMATION AND MATERIALS.

LIMITATION OF LIABILITY: IN NO EVENT WILL WE BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT

LIMITATION DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES ARISING IN CONNECTION WITH THIS SITE OR ANY LINKED SITE OR USE THEREOF OR INABILITY TO USE BY ANY PARTY, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, EVEN IF WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES.

SUBMISSIONS: See our [Privacy Policy](http://www.mindsharp.com/Legal/PrivacyPolicy.aspx) (<http://www.mindsharp.com/Legal/PrivacyPolicy.aspx>)

AVAILABILITY: This site is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to local law or regulation.

GOVERNING LAW: Use of this site shall be governed by all applicable Federal laws of the United States of America and the laws of the State of Minnesota.

(TOS) Private Training Agreement

Payment To Company: The Company will be paid a project rate of (\$) inclusive of all Company expenses. The Company will also be paid for the Courseware at a rate of \$100.00 per student. Total cost for the five-day event plus (#) manuals will be (\$). Client agrees to pay Company with the agreed upon terms of net 30.

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.

Tax Exempt. Tax exempt Certification must be included with all signed agreements.

Independent Contractor. Both the Client and the Company agree that the Company will act as an independent contractor in the performance of its duties

under this contract and is not an employee, partner or agent of the Client. Accordingly, the Company shall be responsible for payment of all taxes including Federal, State and local taxes arising out of the Company's activities in accordance with this contract, including by way of illustration but not limitation, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business licenses fees as required.

Company has the right to perform services for others during the term of this Agreement. Company will furnish personal equipment and materials used to provide the services required by this Agreement, unless specified and agreed upon in written proposals. However, Company is never under any obligation to provide any software or any hardware to complete any duty under this contract or any statement of work. Company will only work with fully licensed, legal copies of software. Refusal to work with licenses that are not in compliance with the software licensing agreement between the Client and the software manufacturer shall not constitute a breach of this contract.

In the event of an emergency, the Company has the right to send a qualified substitute instructor.

Confidential Information. The Company agrees that any information received by the Client during any furtherance of the Company's obligations in accordance with this contract, which concerns the personal, financial or other affairs of the Client will be treated by the Company in full confidence and will be not be revealed to any other persons, firms or organizations without first obtaining the Client's written permission. Company shall not be restricted in using any material which is publicly available, already in Company's possession or known to Company without restriction, or which is rightfully obtained by Company from sources other than Client.

Likewise, the Client agrees that any information received by the Company during the training session is for use within the Clients' organization. The training sessions cannot be record electronically without written consent from the Company. Courseware material is copy written and cannot be duplicated and distributed without written content from the Company.

Mitigation of Damages. Client shall be obligated to mitigate damages in the event damage results from the reliance upon services provided by Company that were unsatisfactory. As a component of such mitigation of damages, but not limited to, Client shall fully advise Company of the error, defect or negligent act of Company immediately after it is discovered. Company shall then be given the opportunity to correct said error, defect or unsatisfactory act at no expense to Client. In the event the Company can demonstrate that said error, defect or unsatisfactory act was not related to the performance of Company's services, including media or hardware failure, Client shall pay Company for its time as is provided herein. Company is not responsible for loss of revenue or damages which result from media or hardware failure or other catastrophic event outside the control of Company. In the event that said error, defect or unsatisfactory act is the responsibility of the Company and Company is unable to correct the error, defect or unsatisfactory act, the Company's total extent of liability to the Client shall not exceed \$2500, including professional fees.

Mediation to settle disputes. Client and Company agree to attend mediation in good faith before employing litigation to settle any dispute.

Exclusive Agreement. This Agreement supersedes all prior contracts and understandings between the parties and may not be modified or terminated orally. No modification, termination or attempted waiver shall be valid unless in writing signed by the party against whom the same is sought to be enforced. A statement of work may be attached to this proposal from time to time.

Severability. If any clause or provision herein shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable

law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

Headings. The headings in this Agreement are inserted for convenience only and shall not be used to define, limit or describe the scope of this Agreement or any of the obligations herein.

Applicable Law. This Agreement will be governed by the Federal Laws of the United States and, to the extent non pre-empted by Federal law, by the laws of the state of Minnesota. The district court of the state of Minnesota shall have jurisdiction over any dispute which arises under this Agreement and for which mediation has been unsuccessful, and each of the parties shall submit and hereby consents to such court's exercise of jurisdiction.

(TOS) UserVersity License Agreement

This is a license agreement by and between the Customer listed in the Quote information to which this license agreement is attached and Mindsharp Technical Education, LLC, a Minnesota limited liability company (Referred to as "Mindsharp"), 7767 Elm Creek Blvd, STE 220, Maple Grove, MN 55369. This license agreement is effective as of the date on the attached quote.

For sufficient good and valuable consideration, Customer and Mindsharp agree as follows:

IMPORTANT—READ CAREFULLY: This End User License Agreement ("Agreement") is a legal agreement between the above-named Customer and Mindsharp Technical Education, LLC ("Mindsharp") by which Mindsharp grants Customer the below-described nonexclusive, limited license to use the below-defined Software Product and Training Materials. By signing this Agreement, or by issuing a task or delivery order under the applicable GSA Schedule contract to which this Agreement pertains, Customer agrees to be, and shall be, bound by the terms and conditions of this Agreement. Customer is not authorized to, and may not, copy, install, view, or in any manner use any part of the Software Product or Training Materials except in compliance with, and subject to, the terms of this

Agreement. If Customer does not agree to and accept the terms of this Agreement, Customer must not copy, install, view, or in any manner use the Software Product or Training Materials or any part of the Software Product or Training Materials and instead must return the same to Customer's place of purchase for a refund of the license price paid.

The below-defined Software Product and Training Materials, and all of their components are the valuable proprietary, intellectual property of Mindsharp and are protected by U.S. copyright law, international treaty provisions, and all other applicable laws. Customer agrees that as between Mindsharp and Customer, the Software Product and Training Materials constitutes and contains trade secrets of Mindsharp. Only limited, nonexclusive rights to use the Software Product and Training Materials are licensed to Customer hereunder, and Mindsharp reserves all ownership, rights, title, and interests therein apart from the herein stated license to Customer.

1. Description of Licensed Software Product and Training Materials. Mindsharp's license to Customer hereunder is for Customer's use of Mindsharp's computer-based training modules and related coursework, materials, and training generally known as "UserVersity". UserVersity software, along with its name, applets, any and all instructions, manuals, and other documentation (whether provided in hard copy or in electronic form whether through download or otherwise) related to the same (sometimes "Documentation"), associated media, animations, audio, images, data, music, printed materials, video, text, and any future 'fixes' or other correction of any 'bugs', defects or deficiencies, modifications, updates, upgrades, derivatives from, or improvements thereto are herein collectively referred to as the "Software Product", and UserVersity business methods, coursework, materials, and training is herein collectively referred to as the "Training Materials". The Software Product, Training Method, and their components and all are subject to this Agreement.

2. License. Mindsharp hereby grants Customer the following non-exclusive and limited license to use the Software Product and Training Materials ("License"):

a. Use of Software Product.

Customer may install one copy of the Software Product on a single Server for computer based education on the SharePoint topics purchased by the Customer.

b. Use by Affiliates. Customer

may use the Software Product and Training Materials to provide services to or for any Affiliate. An "Affiliate" means a legal entity, such as a corporation or partnership, that (i) owns or controls Customer, directly or indirectly, (ii) is owned or controlled, directly or indirectly, by Customer, or (iii) is owned or controlled, directly or indirectly, by the same legal entity that owns or controls Customer. This Section 2c does not alter or expand the limitations stated on use stated herein.

c. Commercial Use. Customer may not use the Software Product and Training Materials to provide any Commercial Services to third parties. "Commercial Services" are (i) a product or service that uses one or more services of the Software Product or Training Materials and alleviates any third party from the obligation to obtain a separate license to the Software Product or Training Materials for his, her or itself; and (ii) a product or service that uses the Software Product or Training Materials as part of a remote access service for any third party. Examples of Commercial Services include, but are not limited to, hosting applications that use the services of the Software Product or Training Materials on behalf of any third party and hosting commerce or other services of the Software Product or Training Materials on behalf of any third party.

3. **License Fee.** The Software Product and Training Materials may not be used except upon timely paying the fee therefore that Mindsharp separately discloses or invoices to Customer plus any shipping, handling, and/or insurance charges, import or export duties, and excise, sales, VAT, or other such fees or taxes associated therewith that have been determined by Customer's contracting officer to be applicable to Customer ("License Fee"). The License Fee shall be paid in USA funds without deduction for assessments, charges, fees, or taxes of any kind.

4. **License Term and Termination.** The License is in effect for as long as the customer wishes to use the product and as long as the Customer uses the product within the terms of this agreement. This Agreement and the License may be terminated only in accordance with the FAR clauses at 52.212-4(d), (l) and (m) and 52.233-1.

Upon termination of the License, regardless of the reason therefore and who initiated the termination, Customer agrees to (i) immediately cease use of the Software Product without any demand therefore being made, (ii) return the Software Product, without retaining any copies thereof, to Mindsharp immediately upon Mindsharp's request therefore, and (iii) certify in writing Customer has taken the actions described in the preceding clauses (i) and (ii) immediately upon Mindsharp's request therefore.

5. **Delivery.** Mindsharp shall deliver the Software Product to Customer by CD, download, hard copy, or other manner as Mindsharp determines appropriate in its sole discretion.

6. **Modifications and Service.** During the term described in Section 4 above, Mindsharp will provide Customer with Software Product error corrections, "bug" fixes, patches, and other updates that Mindsharp makes generally available to its customers then using the Software Product under a valid license, if any. Any such provided materials shall be the sole property of Mindsharp and will be provided subject to the License. Notwithstanding the first sentence of this Section, Mindsharp does not have an obligation to undertake to correct any errors, provide any fixes or patches, or

update the Software Product and does not promise or guarantee it will do so.

7. **Installation, Use, and Purpose.** (a) The Software Product may be installed on only a single computer used by the Customer for the sole purpose of conducting UserVersity training programs as may be further described in the Documentation. The Software Product is in use when it is loaded into memory (i.e., RAM) or installed into permanent storage (i.e., on a hard drive, hard disk, or other storage device). (b) The License gives Customer only the limited, nonexclusive right to use the Software Product as stated herein, and Customer is not receiving nor is Customer purchasing any other ownership, right, title, or interest in or to the Software Product, any of its content, or its object or source code. Without limiting the foregoing, Customer may not:

- Disassemble, decompile, reverse engineer, or otherwise attempt to access, read, see, or utilize any part of the Software Product or its object or source code or the Training Materials.
- Cancel, cover up, deface, modify, or remove any copyright, trademark, confidentiality, or other proprietary legend, mark, notice, or statement appearing on or in connection with the Software Product or Training Materials, media the Software Product or Training Materials is provided on, or any output generated by the Software Product or Training Materials.
- Assign, convey, loan, sell, rent, sublicense, or transfer any of Customer's rights or obligations under the License to any third party unless and until the third party has agreed in writing to the terms and conditions of this Agreement and Mindsharp has given prior written consent to the same, which consent Mindsharp may grant or withhold in its sole discretion. Without limitation, this means the Software Product cannot be installed on more than one computer, except Customer may "move" the Software Product to another computer for use

by the same user at the same location by contemporaneously deleting the Software Product from the first computer and installing the Software Product on the other computer. Any attempt to assign, convey, loan, sell, sublicense, or transfer any of Customer's rights or obligations under the License to any third party shall be null, void, and ineffective.

- Adapt, alter, copy, merge, or in any manner whatsoever modify the Software Product or Training Materials.
- Write any derivative or new software or computer programs that are in any way based on, derived from, include concepts from, or use the Software Product or Training Materials.

8. **Intellectual Property Rights.** All ownership, rights, title and interest, including, without limitation, all intellectual property rights, in and to the Software Product or Training Materials and all other attributes and components associated therewith and any and all copies thereof are owned by Mindsharp, and this Agreement does not grant Customer any interest therein apart from the License. Customer shall secure and protect the Software Product and Training Materials in such ways as are consistent with maintaining Mindsharp's ownership, rights, title, and interest in and to the same. Customer agrees to keep the Software Product and Training Materials strictly confidential and will not use any of the same except for Customer's own business purposes as allowed under the License.

9. **Limited Warranty and Limitation on Liability.**

a. Limited Warranty. Mindsharp warrants to Customer that the media on which the Software Product is delivered is free from material defects in materials and workmanship, under normal use, for ninety (90) days from the date of its delivery to Customer. Any defects discovered after said ninety (90) day period are not covered by any warranty or condition, express or implied. This limited warranty is

void if damage to or failure of the media results, in whole or in part, from any accident, abuse, misapplication, or abnormal use.

MINDSHARP MAKES NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, REGARDING THE SOFTWARE PRODUCT, TRAINING MATERIALS, ITS SUPPORT SERVICES, OR CUSTOMER'S USE OF THE SOFTWARE PRODUCT, TRAINING MATERIALS, AND ANY SUPPORT SERVICES, INCLUDING, WITHOUT LIMITATION, THE SUITABILITY OF THE SOFTWARE PRODUCT, TRAINING MATERIALS, OR SUPPORT SERVICES FOR ANY OF CUSTOMER'S SPECIFIC NEEDS OR PURPOSES. ALSO, MINDSHARP MAKES NO WARRANTY OF THE CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION, OR NON-INFRINGEMENT WITH REGARD TO THE SOFTWARE PRODUCT, TRAINING MATERIALS, OR ANY SUPPORT SERVICES. CUSTOMER ACCEPTS THE SOFTWARE PRODUCT, TRAINING MATERIALS, AND ANY SUPPORT SERVICES "AS IS" AND "WITH ALL FAULTS".

THE LIMITED WARRANTY DESCRIBED HEREIN SHALL BE IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A GENERAL OR PARTICULAR PURPOSE, OF LACK OF VIRUSES, OF ACCURACY OR COMPLETENESS OF RESPONSES, OF RESULTS, AND OF LACK OF NEGLIGENCE OR LACK OF WORKMANLIKE EFFORT, ALL WITH REGARD TO THE SOFTWARE PRODUCT, TRAINING MATERIALS AND THE PROVISION OF, OR FAILURE TO PROVIDE, SUPPORT SERVICES.

The foregoing means, without limitation, that Mindsharp does not make any warranties or representations whatsoever about the quality, performance, reliability, accuracy, or usability of the Software Product, Training Materials, or its services, if any, related thereto and is not responsible for, and shall not be liable for, without limitation,

- Any consequences of Customer using any software Customer may create or obtain from any third parties that effects or interact with the Software Product or any of component files or code, that reads data from the Software Product's database, or imports and processes data generated by the Software Product's reports,
- The accuracy, completeness, quality, or utility of data Customer compile or input that is read or utilized by the Software Product, and/or
- Any consequences of abuse, accident, acts of God, computer or hardware defects or failures, electromagnetic fields, malware, misapplication, power surge, other software, viruses, worms, or other such malevolent acts, and other such circumstances, matters, or events.

Mindsharp is not obligated in any way to provide any assistance or service to Customer regarding any of the foregoing, and any assistance or service Mindsharp may agree to provide related thereto shall require Customer paying Mindsharp's then fees for such work.

Customer acknowledges and agrees the Software Product is complex and may not be free of "bugs" or other errors, software and data can be affected by viruses, worms, and other such problems, and the Software Product's ability to run and work on a computer is affected by and is subject to many variables, such as, without limitation, the quality and completeness of the data the Software Product utilizes, the computer's hardware, operating system, and other software, and other such factors Mindsharp does not know about or control. Accordingly, Mindsharp strongly recommends Customer carefully verify its

computer meets the technical specifications detailed in the Documentation, regularly double check and verify its data, work, and output from the Software Product, and regularly make backup copies of its data files, if any, and output from the Software Product.

10. Limitation of Remedies. Mindsharp's only, maximum, and entire obligation to Customer, and Customer's only and exclusive remedy for violation of the above Limited Warranty or for any other cause of action, claim, damage, judgment, liability or other obligation whatsoever arising from or related to the License or any installation, use, inability to use, output from, or other employment of the Software Product, Training Materials, or any services related thereto shall be, at Mindsharp's sole option, either (i) return of the Licensee Fee Customer paid for the present term of the License or (ii) replacement of the media, either of which Mindsharp shall provide within a reasonable time after Customer sends, and Mindsharp receives, the media (which must be received by Mindsharp within the above ninety (90) days Limited Warranty period), and Mindsharp has been able to verify that the media fails to meet the requirements of said Limited Warranty. Customer specifically agrees that Customer's sole and exclusive remedy hereunder shall be limited to the foregoing return of the License Fee or the replacement of the media on which the Software Product is delivered as provided for herein, even if any remedy fails of its essential purpose. CUSTOMER AGREES THAT MINDSHARP, ITS PARENT COMPANY, ANY AND ALL SUPPLIERS, RESELLERS, DISTRIBUTORS, AND AGENTS SHALL NOT BE HELD LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNATIVE, OR SPECIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOSS OF PROFITS, FOR BUSINESS INTERRUPTION, FOR LOST SALES OR OTHER OPPORTUNITY COSTS, FOR PERSONAL INJURY OR PROPERTY DAMAGE, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY, INCLUDING, WITHOUT LIMITATION, DUTIES OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) IN ANY WAY RELATED TO OR ARISING FROM OR OUT OF THE USE OF, OR INABILITY TO USE, THE SOFTWARE

PRODUCT OR TRAINING MATERIALS, THE PROVISION OF, OR FAILURE TO PROVIDE, ANY SUPPORT SERVICES, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IN THE EVENT OF A DEFAULT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY OF MINDSHARP, ITS PARENT COMPANY, OR ANY SUPPLIER, RESELLER, DISTRIBUTOR OR AGENT, AND EVEN IF MINDSHARP OR ANY SUPPLIER, RESELLER, DISTRIBUTOR OR AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Customer agrees the essential purpose of the foregoing is to limit the potential liability of Mindsharp arising out of this Agreement and the License, and Customer acknowledge and agree the limitations set forth in this Section are integral to the amount of consideration levied in connection with the License and any services rendered by Mindsharp in connection therewith and that, were Mindsharp to assume any further liability or responsibility, such consideration would of necessity be substantially higher.

c. **Specific Rights and Other Representations.** THE FOREGOING LIMITED WARRANTY, LIMITATION OF REMEDIES, AND OTHER PROVISIONS GIVE CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. Any and all other statements about the Software Product, Training Materials, and/or any support services Mindsharp might provide being licensed under this Agreement, whether by Mindsharp, its resellers, distributors, agents, or anyone else, whether oral or written, do not constitute a warranty, have not been authorized by Mindsharp, shall not be relied upon, and are not part of this Agreement. The foregoing limitations, exclusions and disclaimers, as set forth above, shall apply to the maximum extent permitted by applicable law, even if any remedy fails of its essential purpose.

11. **Remedies, Indemnification, and Attorney's Fees.** Mindsharp has the right to proceed against Customer in the event that Customer violates any of the terms of the License or this Agreement, infringes or

interferes with any of Mindsharp's rights in or to the Software Product or Training Materials, or otherwise uses the Software Product or Training Materials in ways that result in claims against Mindsharp. Any use of the Software Product or Training Materials that is not within the precise scope of the License will be an infringement. In the event of any Customer violation of this Agreement, but then only to the extent specifically authorized by applicable Federal statute, Mindsharp reserves the right to seek any equitable and/or legal remedy available to it, including, but not limited to, recovery of damages (including, without limitation, any consequential, exemplary, incidental, punitive, special, statutory, or other damages that may be appropriate), obtaining injunctive relief (including, without limitation, an injunction, a temporary restraining order, and/or a permanent injunction or restraining order), recovering its costs and actual attorney's fees, and any other available legal remedies. In the event Mindsharp brings any legal action against Customer in connection with this Agreement, or in the event Customer brings any legal action against Mindsharp and Customer does not substantially prevail, but in either event only to the extent specifically authorized by applicable Federal statute, Customer shall pay Mindsharp its reasonable attorney's and other professional fees and costs associated with such action.

12. **Notices.** Any notices required or allowed under this Agreement or regarding the License shall be given in writing and shall be sent to Mindsharp or Customer at their respective addresses stated at the beginning of this Agreement or to such address as either may notify the other of hereafter. Notices shall be effective upon receipt if personally delivered or one (1) day after dispatch by overnight U.S. mail or an established overnight delivery service, return receipt requested, properly addressed, and proper postage or delivery charge prepaid.

13. **Miscellaneous Governing Terms.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, Mindsharp's successors, representatives or assigns, authorized in accordance with the FAR subpart 42.12 or (for assignment of

payment only) 31 U.S.C. §3727 and FAR clause at 52.212-4(b), and any heirs, representatives, successors, and assigns Mindsharp may authorize Customer to have. This Agreement shall be construed and interpreted in accordance with the Federal Laws of the United States and, to the extent non pre-empted by Federal law, by the laws of the State of Minnesota, USA to the exclusion of the conflicts-of-laws provisions thereof. Mindsharp and Customer agree that the venue for any legal action related to or arising from this Agreement shall be as prescribed by applicable Federal law. No failure on the part of a party hereunder to exercise and no delay in exercising any rights hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any rights hereunder preclude any other or further exercise thereof or the exercise of any other right. Remedies herein provided are cumulative and not exclusive of any other remedy provided by law. All terms and words used in this Agreement shall be construed to include any other number and any other gender as the context or sense of this Agreement or of any paragraph of this Agreement may require as if such terms or words had been fully and properly written in the appropriate number and gender. The rule known as ejusdem generis shall not apply, and accordingly general words introduced by the word “other” or similar terms shall not be given a restrictive meaning because they are preceded by words indicating a particular class of acts, matters or things. Captions are provided for convenience and ease of reference only and do not affect or modify the terms of any of the provisions of this Agreement. As used herein, reference to any Article, Paragraph, Section, Subparagraph, or Subsection shall apply or reference to only said Article, Paragraph, Section, Subparagraph, or Subsection of this Agreement unless specifically indicated otherwise. Customer hereby affirm having read this Agreement having had the opportunity to review the Agreement with their own legal counsel, and, if acting on behalf of a legal entity, being an officer of, and being fully authorized by, said legal entity to accept this Agreement and to thereby bind said legal entity to its terms and conditions. All of the provisions of this Agreement are separable, so if any provision of this Agreement is held

to be ineffective or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect unless the invalidated provision is so fundamental to this Agreement that the remaining provisions do not reflect the parties' intent. Time is of the essence in the performance of this Agreement. Except as otherwise provided for herein, this Agreement contains the entire agreement of the parties hereto with respect to the License and subject matter hereof and supersedes any and all prior agreements, licenses, and understanding between the parties with respect to the same, except that nothing herein shall be deemed to supersede or invalidate any provision of the applicable GSA Schedule contract.

(TOS) License Agreement for use of the Site Member and/or Site Owner Course(s) from English, Bleeker & Associates (D/B/A Mindsharp)

Introduction. This License Agreement is effective on [DATE] and is made by the below-named Customer and English, Bleeker & Associates, Inc. Mindsharp® is a registered trademark of English, Bleeker & Associates, Inc. English, Bleeker & Associates, Inc. is referred to in this Agreement as “Mindsharp”.

A. **License.** Mindsharp hereby licenses to Customer the non-exclusive rights stated herein to use the Documents, as that term is defined in Para. B below [“License”]. The License is a Mindsharp Level 1 site license by which Customer is authorized to use the Documents during the below-stated time period for training up to [LICENSE QUANTITY] employees of Customer. The License runs from the date Customer makes full and final payment of the License Fee, as that term is defined in Para. C2 below, until Customer has used the Documents for training the above-stated maximum number of its employees, unless earlier terminated as allowed by this Agreement.

B. Documents. The term “Documents” means the items named on Exhibit A, all amendments or supplements thereto, and any other training course materials Mindsharp may provide to Customer hereunder. Notwithstanding the preceding sentence or any other provision of this Agreement, Mindsharp has no obligation to provide Customer with any amendments, supplements, or other such materials. The License applies to the Documents whether the Documents are provided in hard copy or in electronic form. All Documents are, and remain, the exclusive, proprietary property of Mindsharp.

C. Other Terms of the License. The following terms and conditions are part of the License and this Agreement:

- 1. Limited License.** The License grants Customer a limited, non-exclusive right to use the Documents for training Customer’s employees as stated above. Customer may not use the Documents for any other purpose or provide the Documents to any other business, legal entity, organization, or person.
- 2. License Fee.** Customer shall pay Mindsharp the License Fee stated in a separate written statement thereof sent by Mindsharp to Customer in advance. Upon payment in full of the License Fee, Customer is permitted to do only what is explicitly allowed under the License as stated in this Agreement.
- 3. Customer Modifications.** Customer may modify the Documents to better address its own training needs as described in this section. Said modifications may be used only by Customer in the course of training its employees and during the term of the License (see Para. A). Said modifications may use and include only materials that Customer prepared, no third party has any copyright, title, or other intellectual property rights to, and do not create or provide grounds for any claims including, without limitation, defamation, discrimination, harassment, interference with contract or prospective advantage, slander, and/or tort. This authorization for Customer to modify the Documents

for its internal training purposes does not, and shall not be interpreted to, create, imply, or give Customer any rights to any of the Documents or any of their contents. Any Customer-modified Documents must each contain a reference to Mindsharp’s Documents, which reference must include the below-required copyright notice and be consistent with the following:

“This training course is [CUSTOMERS LEGAL NAME] modification of the Member and Site Owner training course(s) licensed from English, Bleeker & Associates, Inc., a Minnesota, USA Corporation doing business as Mindsharp® Technical Education LLC. This training course may only be used for non-commercial, internal training of employees of [CUSTOMERS LEGAL NAME]. Any other use of this training course or any of its contents is strictly prohibited. This training course and all of its contents are the copyrighted, exclusive property of English, Bleeker & Associates, Inc.”

4. Confidentiality. Customer shall keep strictly confidential, and shall not use for any purposes or disclose to any third parties, any of Documents or the business methods, concepts, contents, data, ideas, illustrations, information, records, software, text, or other intellectual property included in or associated with the Documents, other than in the course of Customer’s use of the Documents in its employee training as permitted by the License. Customer shall inform its employees using the Documents during training that they may not copy, distribute, publish, offer for sale, license or sublicense, sell, give, disclose, or transfer any of the Documents to any third party.

5. Copyright and Trademark Notices. All copies of the Documents, whether in electronic form or hard copy and whether modified by Customer or not, must display both Mindsharp’s copyright notice (i.e., “Copyright © 2009, English, Bleeker & Associates, Inc., d/b/a Mindsharp® Technical Education - All Rights Reserved.”) and also Mindsharp’s federal trademark registration notice (consisting of “®” placed after “Mindsharp”). Customer will not remove any of Mindsharp’s copyright or trademark notices or any statements of ownership from any of the Documents.

6. **Posting and Electronic Transmission.** Customer will not post any of the Documents or any of their contents on any web site, other than Customer's intranet site that is accessible only to employees of Customer who are undergoing training using the Documents. Any such permitted postings shall include the notices required herein. Customer may not give any CD or other media provided by Mindsharp containing the Documents, or any copies thereof, to anyone other than the employees of Customer who are being trained using the Documents.

7. **Number of Document Copies and Trained Employees.** Customer may not print or use more copies of the Documents, and Customer may not train more employees, than the number of employees specified in Para. A above. For example, if Customer purchased a license to train up to 250 of its employees, Customer may not print more than 250 copies of the Documents or train more than 250 of its employees using any of the Documents or their contents. Individual employees may be trained using the Documents more than once, but the total number of employees trained using any of the Documents or their contents is limited to the number of Customer's employees stated in Para. A above.

8. **No Warranties.** MINDSHARP MAKES NO WARRANTIES OR REPRESENTATIONS WHATSOEVER REGARDING THE DOCUMENTS AND CUSTOMER'S USE OF THE DOCUMENTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY GENERAL OR PARTICULAR PURPOSE, INCLUDING THE SUITABILITY OF THE DOCUMENTS FOR ANY OF CUSTOMER'S SPECIFIC NEEDS OR PURPOSES. CUSTOMER ACCEPTS THE DOCUMENTS "AS IS" AND WITH ALL FAULTS. MINDSHARP SHALL NOT BE HELD LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNATIVE, OR SPECIAL DAMAGES OF ANY KIND. THE MAXIMUM DAMAGES RECOVERABLE AGAINST MINDSHARP IN ANY EVENT SHALL BE THE LICENSE FEE ACTUALLY PAID BY CUSTOMER FOR THE LICENSE.

9. **Remedies.** If Customer violates any of the terms of the License or this Agreement, infringes or interferes with any of Mindsharp's rights in or to the Documents, or modifies or uses the Documents in ways that result in claims against Mindsharp, Mindsharp may seek any equitable and/or legal remedy available to it, and shall be entitled to an award of its costs and reasonable attorney's fees, but only if, and then to the extent, specifically authorized by applicable Federal statute.

D. **Termination.** The License shall terminate at the expiration of the time specified in Para. A above or as provided in the FAR clause at 52.212-4(l) or (m).

E. **Notices.** Any notices required or allowed under this Agreement shall be sent to the party at the address stated after the party's signature below or to such other address as the party may notify the other of in writing hereafter. Notices shall be effective upon receipt if personally delivered or upon dispatch if mailed by certified U.S. mail, properly addressed and postage prepaid.

F. **Miscellaneous Governing Terms.** All of the License's restrictions on use of the Documents and all of the protections stated in this Agreement benefiting Mindsharp shall survive the end or termination of the License or this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legatees, representatives, successors, and assigns (in the case of Mindsharp, those successors and assigns authorized in accordance with the FAR subpart 42.12 or (for assignment of payment only) 31 U.S.C. §3727 and FAR clause at 52.212-4(b)). Notwithstanding the preceding sentence or any other provision of this Agreement, Customer may not assign or transfer any of its obligations or rights under this Agreement to any third party without Mindsharp's prior written consent. This Agreement shall be construed and interpreted in accordance with the Federal Laws of the United States and, to the extent non pre-empted by Federal law, by the laws of the State of Minnesota, USA to the exclusion of the conflicts-of-laws provisions thereof. The parties

agree that the venue for any legal action related to or arising from this Agreement shall be as prescribed by applicable Federal law. No failure on the part of a party hereunder to exercise and no delay in exercising any rights hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any rights hereunder preclude any other or further exercise thereof or the exercise of any other right. Remedies herein provided are cumulative and not exclusive of any other remedy provided by law. All of the provisions of this Agreement are separable, so if any provision of this Agreement is held to be ineffective by a Court of competent jurisdiction, the remaining provisions of this Agreement shall remain in full force and effect unless the invalidated provision is so fundamental to this Agreement that the remaining provisions do not reflect the parties' intent. The terms of this Agreement have been cooperatively negotiated by and among the parties hereto, and this Agreement shall not be construed against any party hereto as its author. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements and understanding between the parties with respect to the same, except that nothing herein shall be deemed to supersede or invalidate any provision of the applicable GSA Schedule contract pursuant to which Customer ordered the training to which the Documents pertain. Only a written instrument executed by both parties hereto may modify this Agreement.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 763-496-4045 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9AM Central Time to 5PM Central Time. Federal Government customers may submit a ticket via Mindsharp's UserVersity Support Page:

<https://www.mindsharp.com/userversity/Support.aspx>

5. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined:

1. Software Maintenance as a Product - SIN 132-33

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

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

Software Maintenance as a product is billed at the time of purchase.

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.**

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

Not Applicable to English, Bleeker & Associates (D/B/A Mindsharp) Products

a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to _____% of all term license payments during the period that the software was under a term license within the ordering activity.

7. License Term and Termination.

The License is in effect for as long as the customer wishes to use the product and as long as the Customer uses the product within the terms of this agreement.

The License terminates before the end of the above stated period without notice to Customer if Customer violates any of the terms or conditions of this Agreement. The License shall also terminate before the end of the above stated period if Customer becomes insolvent, admits its' inability to pay debts as they mature, make an assignment for the benefit of creditors, if a petition is filed against Customer for voluntary or involuntary bankruptcy, appointment of a receiver or other such action under the laws of any national, state or provincial, or other government unit, or any party asserts any possessory or executory right in or to the License or the Software Product arising from any interest therein, including, without limitation, any interest purportedly arising from or associated with a judgment, exercise of lien rights, or security interest therein.

Upon termination of the License, regardless of the reason therefore and who initiated the termination, Customer agrees to (i) immediately cease use of the Software Product without any demand therefore being made, (ii) return the Software Product, without retaining any copies thereof, to Mindsharp immediately upon Mindsharp's request therefore, and (iii) certify in writing

Customer has taken the actions described in the preceding clauses (i) and (ii) immediately upon Mindsharp's request therefore.

8. TERM LICENSE CESSATION

Not Applicable to English, Bleeker & Associates (D/B/A Mindsharp) Products

a. After a software product has been on a continuous term license for a period of _____* months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

9. UTILIZATION LIMITATIONS - SIN 132-33

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.

10. SOFTWARE CONVERSIONS - SIN 132-33

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

11. 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.

12. RIGHT-TO-COPY PRICING (SIN – 132-33 and 132-50)

English, Bleeker & Associates does NOT offer Right-To-Copy Pricing.

English, Bleeker & Associates (D/B/A Mindsharp) Price List

Audience Type: IT Professional (Administrators)								
Public Class Pricing								
SIN	Instructor Led	Online Instructor Led	Public Class	Private Class Offered	Days	Number of Students (Users)	GSA Price w/IFF	
132-50	Yes	Yes	Yes	Yes	3	1	\$1,410.60	
Note: Public classes include a secure digital or printed manual dependent upon class environment.								
<p>The SharePoint 2013 updating support skills administration course is the most thorough upgrade course available. The courseware was developed by MVP Steve Smith and Microsoft Press author Brian Alderman. Students walk through detailed instructions and meticulously crafted labs to solidify the learning experience.</p> <p>Course Syllabus for SharePoint 2013 Updating Skills</p>						Private Class Pricing		
						Number of Students (Users)		GSA Price w/IFF
						up to 15 students		\$10,608.98
						1 manual per student		\$78.59
Each Additional Student		\$275.05						
<p>Note: Please add 1 manual per student. i.e. 15 Students attending a Private Class client will need to purchase 15 Manuals at GSA Price w/IFF. Example: $(\\$78.59 * 15) + \\$10,608.98 = \\$11,787.83$ to deliver a private for this class type. Any additional students please add the cost of the manual & additional student fee using the column GSA w/IFF Rate.</p>								

Public Class Pricing								
SIN	Instructor Led	Online Instructor Led	Public Class	Private Class	Days	Number of Students (Users)	GSA Price w/IFF	
132-50	Yes	Yes	Yes	Yes	5	1	\$2,353.62	
Note: Public classes include a secure digital or printed manual dependent upon class environment.								
<p>This course is designed for the IT professional who has been tasked with setting up, managing and maintaining Microsoft's SharePoint Server 2010 platform. During this 5 day instructor led course you will learn how to install SharePoint Server, create and manage Web applications and site collections as well as understand their place and purpose within the SharePoint platform. You will also learn about the new implementation of service applications and gain an understanding of the document management features provided by this newest edition of SharePoint Server.</p> <p>Course Syllabus for SharePoint 2010 Administration Core Tech</p>						Private Class Pricing		
						Number of Students (Users)		GSA Price w/IFF
						up to 15 students		\$17,681.63
						1 manual per student		\$78.59
Each Additional Student		\$275.05						
<p>Note: Please add 1 manual per student. i.e. 15 Students attending a Private Class client will need to purchase 15 Manuals at GSA Price w/IFF. Example: $(\\$78.59 * 15) + \\$17,681.63 = \\$18,860.48$ to deliver a private for this class type. Any additional students please add the cost of the manual & additional student fee using the column GSA w/IFF Rate.</p>								

SharePoint 2010 Advanced Administration	Public Class Pricing							
	SIN	Instructor Led	Online Instructor Led	Public Class	Private Class Offered	Days	Number of Students (Users)	GSA Price w/IFF
	132-50	Yes	No	Yes	Yes	5	1	\$ 2,825.13
<p>SharePoint 2010 Advanced Administrator is an advanced 5 day class delivered using our own Advanced Workshop content written and developed by Steve Smith – SharePoint MVP of Combined Knowledge. This five-day, instructor-guided workshop will prepare the experienced SharePoint Administrator for configuring and deploying advanced services, configurations and features through a series of hands-on exercises with limited guidance to build a complex and functional SharePoint infrastructure.</p> <p>Course Syllabus for SharePoint 2010 Advanced Administration</p>	<p>Note: Public classes include a secure digital or printed manual dependent upon class environment.</p>							
	<p align="center">Private Class Pricing</p>							
	Number of Students (Users)							GSA Price w/IFF
	up to 15 students							\$17,681.63
	1 manual per student							\$78.59
Each Additional Student							\$275.05	
<p>Note: Please add 1 manual per student. i.e. 15 Students attending a Private Class client will need to purchase 15 Manuals at GSA Price w/IFF. Example: $(\\$78.59 * 15) + \\$17,681.63 = \\$18,860.48$ to deliver a private for this class type. Any additional students please add the cost of the manual & additional student fee using the column GSA w/IFF Rate.</p>								

SharePoint 2010 Web Content Management	Public Class Pricing							
	SIN	Instructor Led	Online Instructor Led	Public Class	Private Class Offered	Days	Number of Students (Users)	GSA Price w/IFF
	132-50	Yes	Yes	Yes	Yes	5	1	\$2,353.62
<p>This 5-day course is designed to provide SharePoint developers with basic and intermediate information and skills they need to extend, customize, and deploy a Web Content Management Publishing site implementation. The primary audience for this course is SharePoint developers who are responsible for the successful implementation of a Web Content Management Publishing site.</p> <p>Course Syllabus for SharePoint 2010 Web Content Management (WCM)</p>	<p>Note: Public classes include a secure digital or printed manual dependent upon class environment.</p>							
	<p align="center">Private Class Pricing</p>							
	Number of Students (Users)							GSA Price w/IFF
	Up to 15 students							\$17,681.63
	1 manual per student							\$78.59
Each Additional Student							\$275.05	
<p>Note: Please add 1 manual per student. i.e. 15 Students attending a Private Class client will need to purchase 15 Manuals at GSA Price w/IFF. Example: $(\\$78.59 * 15) + \\$17,681.63 = \\$18,860.48$ to deliver a private for this class type. Any additional students please add the cost of the manual & additional student fee using the column GSA w/IFF Rate.</p>								

SharePoint 2010 Designer	Public Class Pricing																	
	SIN	Instructor Led	Online Instructor Led	Public Class	Private Class Offered	Days	Number of Students (Users)	GSA Price w/IFF										
	132-50	Yes	Yes	Yes	Yes	5	1	\$2,353.62										
<p>Note: Public classes include a secure digital or printed manual dependent upon class environment.</p>																		
<table border="1"> <thead> <tr> <th colspan="2">Private Class Pricing</th> </tr> <tr> <th>Number of Students (Users)</th> <th>GSA Price w/IFF</th> </tr> </thead> <tbody> <tr> <td>Up to 15 students</td> <td>\$17,681.63</td> </tr> <tr> <td>1 manual per student</td> <td>\$78.59</td> </tr> <tr> <td>Each Additional Student</td> <td>\$275.05</td> </tr> </tbody> </table> <p>Note: Please add 1 manual per student. i.e. 15 Students attending a Private Class client will need to purchase 15 Manuals at GSA Price w/IFF. Example: $(\\$78.59 * 15) + \\$17,681.63 = \\$18,860.48$ to deliver a private for this class type. Any additional students please add the cost of the manual & additional student fee using the column GSA w/IFF Rate.</p>									Private Class Pricing		Number of Students (Users)	GSA Price w/IFF	Up to 15 students	\$17,681.63	1 manual per student	\$78.59	Each Additional Student	\$275.05
Private Class Pricing																		
Number of Students (Users)	GSA Price w/IFF																	
Up to 15 students	\$17,681.63																	
1 manual per student	\$78.59																	
Each Additional Student	\$275.05																	
<p>Business Users - Learn how to extend out-of-the box workflows to meet specific business needs, create views of data with conditional formatting to call attention to important information, and how to build sites, lists, content types, and much more in SharePoint Designer 2010 (SPD 2010).</p> <p>Web Designers - Understand the extent of customizations available using in-browser tools. They also learn the advantages of using SPD 2010 to further enhance SharePoint site customization including creating master pages and multiple-step workflows. They also discover how to leverage their existing design knowledge to achieve the desired look and feel throughout SharePoint sites.</p> <p>Administrators - Learn how SPD 2010 is used to create and manage permission levels and groups. This course also helps administrators understand the customization capabilities available to users and how to limit those capabilities based on permission levels.</p> <p>Developers - Will understand the alternatives to working with Visual Studio. They also learn which customizations are achievable using in-browser tools and SPD 2010. In addition, developers learn how to create custom solutions using SPD 2010.</p> <p>Course Syllabus for SharePoint 2010 Designer</p>																		

Audience Type: End Users																		
SharePoint 2010 Power End User	Public Class Pricing																	
	SIN	Instructor Led	Online Instructor Led	Public Class	Private Class Offered	Days	Number of Students (Users)	GSA Price w/IFF										
	132-50	Yes	Yes	Yes	Yes	4	1	\$1,960.70										
<p>Note: Public classes include a secure digital or printed manual dependent upon class environment.</p>																		
<table border="1"> <thead> <tr> <th colspan="2">Private Class Pricing</th> </tr> <tr> <th>Number of Students (Users)</th> <th>GSA Price w/IFF</th> </tr> </thead> <tbody> <tr> <td>Up to 15 students</td> <td>\$14,145.30</td> </tr> <tr> <td>1 manual per student</td> <td>\$78.59</td> </tr> <tr> <td>Each Additional Student</td> <td>\$275.05</td> </tr> </tbody> </table> <p>Note: Please add 1 manual per student. i.e. 15 Students attending a Private Class client will need to purchase 15 Manuals at GSA Price w/IFF. Example: $(\\$78.59 * 15) + \\$14,145.30 = \\$15,324.15$ to deliver a private for this class type. Any additional students please add the cost of the manual & additional student fee using the column GSA w/IFF Rate.</p>									Private Class Pricing		Number of Students (Users)	GSA Price w/IFF	Up to 15 students	\$14,145.30	1 manual per student	\$78.59	Each Additional Student	\$275.05
Private Class Pricing																		
Number of Students (Users)	GSA Price w/IFF																	
Up to 15 students	\$14,145.30																	
1 manual per student	\$78.59																	
Each Additional Student	\$275.05																	
<p>If you're a SharePoint End User who needs training on using, operating, and building sites in SharePoint 2010, you've come to the right place! Mindsharp's SharePoint End User Course will equip you to be more productive and work more efficiently in SharePoint. This is a 4-day course that combines the Site Member and Site Owner courses, providing comprehensive training. After an introduction to SharePoint 2010, you will learn many practical tools, from site creation and deletion to creating and managing lists and libraries. For a complete listing of topics discussed, take a look at the syllabus. Get the most out of SharePoint, and register for the End User Course.</p> <p>Course Syllabus for SharePoint 2010 Power End User</p>																		

SharePoint 2010 Site Collection Administrator	Public Class Pricing							
	SIN	Instructor Led	Online Instructor Led	Public Class	Private Class Offered	Days	Number of Students (Users)	GSA Price w/IFF
	132-50	Yes	Yes	Yes	Yes	1	1	\$781.92
<p>This 1-day, instructor-led course, focuses on additional skills and configurations unique to the role of the Site Collection Administrator, as only this role can access these functions. This class complements the SharePoint 2010 Power End-User Class in that it completes the discussion of skills and concepts that any Site Collection Administrator must have for successful configuration and management of a SharePoint Site Collection. Because many additional responsibilities are covered in the SharePoint 2010 Power End-User Class, this class completes the training focus for skills at the Site Collection level.</p> <p>Course Syllabus for SharePoint 2010 Site Collection Admin</p>	<p>Note: Public classes include a secure digital or printed manual dependent upon class environment.</p>							
	<p>Private Class Pricing</p>							
	Number of Students (Users)							GSA Price w/IFF
	Up to 15 students							\$3,536.33
	1 manual per student							\$78.59
Each Additional Student							\$275.05	
<p>Note: Please add 1 manual per student. i.e. 15 Students attending a Private Class client will need to purchase 15 Manuals at GSA Price w/IFF. Example: $(\\$78.59 * 15) + \\$3,536.33 = \\$4,715.18$ to deliver a private for this class type. Any additional students please add the cost of the manual & additional student fee using the column GSA w/IFF Rate.</p>								

Introduction to InfoPath 2010 for Business Users	Public Class Pricing							
	SIN	Instructor Led	Online Instructor Led	Public Class	Private Class Offered	Days	Number of Students (Users)	GSA Price w/IFF
	132-50	Yes	Yes	Yes	Yes	2	1	\$1,174.85
<p>This two-day course is an introduction about Microsoft's forms-creation and data-gathering tool, InfoPath 2010.</p> <p>Students will learn how to:</p> <ul style="list-style-type: none"> • Apply InfoPath into their business and workflows • Create forms from templates and customize them • Generate forms from scratch and from data sources • Integrate forms with SharePoint, Word and Outlook • Understand and use the InfoPath Design Checker • Use and control the InfoPath Form Web Part on SharePoint pages • Apply conditional formatting, validation, calculations and formulas • Explore the new InfoPath 2010 features <p>Course Syllabus for Intro to InfoPath 2010</p>	<p>Note: Public classes include a secure digital or printed manual dependent upon class environment.</p>							
	<p>Private Class Pricing</p>							
	Number of Students (Users)							GSA Price w/IFF
	Up to 15 students							\$7,072.65
	1 manual per student							\$78.59
Each Additional Student							\$275.05	
<p>Note: Please add 1 manual per student. i.e. 15 Students attending a Private Class client will need to purchase 15 Manuals at GSA Price w/IFF. Example: $(\\$78.59 * 15) + \\$7,072.65 = \\$8,251.50$ to deliver a private for this class type. Any additional students please add the cost of the manual & additional student fee using the column GSA w/IFF Rate.</p>								

Audience Type: SharePoint For Business

Governance, Process, Adoption and Information Management in SharePoint Deployments

Public Class Pricing							
SIN	Instructor Led	Online Instructor Led	Public Class	Private Class Offered	Days	Number of Students (Users)	GSA Price w/IFF
132-50	Yes	Yes	Yes	Yes	3	1	\$1,410.60

Note: Public classes include a secure digital or printed manual dependent upon class environment.

This 3-day seminar is designed to help those responsible for the success of SharePoint within their organization to address and solve the core business issues that hinder the organization from experiencing a high ROI on their SharePoint deployment.

The core thesis of this class is that dysfunction in the business model and/or culture will be surfaced through a SharePoint deployment, but those problems will be seen as technology problems rather than business problems.

Addressing these issues – which are different in every organization - will lead to an outstanding SharePoint deployment, but solving them is not easy. In order to experience a great SharePoint deployment, you'll need:

- Proper governance
- Improved management & interpersonal skills
- Thorough understanding of your business model
- Well-articulated application architecture
- Well-articulated content platform architecture
- The intersection of governance, process and adoption
- Grassroots SharePoint management and technical skills

Ultimately, the goal of this class is to help your organization learn how SharePoint can further the goals and strategies of your organization so that your organization achieves success in fulfilling its' vision and purpose.

[Course Syllabus for Governance, Process, Adoption & Info Mgmt](#)

Private Class Pricing	
Number of Students (Users)	GSA Price w/IFF
Up to 15 students	\$10,608.98
1 manual per student	\$78.59
Each Additional Student	\$275.05

Note: Please add 1 manual per student. i.e. 15 Students attending a Private Class client will need to purchase 15 Manuals at GSA Price w/IFF. Example: (\$78.59 * 15) + \$10,608.98 = \$11,787.83 to deliver a private for this class type. Any additional students please add the cost of the manual & additional student fee using the column GSA w/IFF Rate.

Organizing and Managing Information in SharePoint 2010 This 2-day seminar is designed to help those responsible for organizing information in SharePoint 2010 with the concepts, insights and skills necessary to be successful. This class attempts to place SharePoint in a meaningful context for your organization by reviewing its capabilities, strengths and weaknesses as applied to information management. Our curriculum will help potential and current users evaluate SharePoint as an information management tool. Course Syllabus Organizing & Managing Information	Public Class Pricing																	
	SIN	Instructor Led	Online Instructor Led	Public Class	Private Class Offered	Days	Number of Students (Users)	GSA Price w/IFF										
	132-50	Yes	Yes	Yes	Yes	2	1	\$1,174.85										
Note: Public classes include a secure digital or printed manual dependent upon class environment.								<table border="1"> <thead> <tr> <th colspan="2">Private Class Pricing</th> </tr> <tr> <th>Number of Students (Users)</th> <th>GSA Price w/IFF</th> </tr> </thead> <tbody> <tr> <td>Up to 15 students</td> <td>\$7,072.65</td> </tr> <tr> <td>1 manual per student</td> <td>\$78.59</td> </tr> <tr> <td>Each Additional Student</td> <td>\$275.05</td> </tr> </tbody> </table> <p>Note: Please add 1 manual per student. i.e. 15 Students attending a Private Class client will need to purchase 15 Manuals at GSA Price w/IFF. Example: $(\\$78.59 * 15) + \\$7,072.65 = \\$8,251.50$ to deliver a private for this class type. Any additional students please add the cost of the manual & additional student fee using the column GSA w/IFF Rate.</p>	Private Class Pricing		Number of Students (Users)	GSA Price w/IFF	Up to 15 students	\$7,072.65	1 manual per student	\$78.59	Each Additional Student	\$275.05
Private Class Pricing																		
Number of Students (Users)	GSA Price w/IFF																	
Up to 15 students	\$7,072.65																	
1 manual per student	\$78.59																	
Each Additional Student	\$275.05																	

SharePoint 2010 Business Intelligence / Dashboards This 3-day course will help those responsible for leading organizations to better decisions through the use of analytics, visualization, scorecards, and dashboards. Microsoft SharePoint 2010 provides multiple tools and approaches for visual presentation of your organization's information. The options range from relatively simple Excel pivot table and chart presentations shared with SharePoint Excel services to highly interactive dashboards created with Sharepoint PerformancePoint Services. This course explores the SharePoint BI and Dashboard components that will lead to better business decisions. Course Syllabus SharePoint 2010 BI / Dashboards	Public Class Pricing																	
	SIN	Instructor Led	Online Instructor Led	Public Class	Private Class Offered	Days	Number of Students (Users)	GSA Price w/IFF										
	132-50	Yes	Yes	Yes	Yes	2	1	\$1,410.60										
Note: Public classes include a secure digital or printed manual dependent upon class environment.								<table border="1"> <thead> <tr> <th colspan="2">Private Class Pricing</th> </tr> <tr> <th>Number of Students (Users)</th> <th>GSA Price w/IFF</th> </tr> </thead> <tbody> <tr> <td>Up to 15 students</td> <td>\$7,072.65</td> </tr> <tr> <td>1 manual per student</td> <td>\$78.59</td> </tr> <tr> <td>Each Additional Student</td> <td>\$275.05</td> </tr> </tbody> </table> <p>Note: Please add 1 manual per student. i.e. 15 Students attending a Private Class client will need to purchase 15 Manuals at GSA Price w/IFF. Example: $(\\$78.59 * 15) + \\$7,072.65 = \\$8,251.50$ to deliver a private for this class type. Any additional students please add the cost of the manual & additional student fee using the column GSA w/IFF Rate.</p>	Private Class Pricing		Number of Students (Users)	GSA Price w/IFF	Up to 15 students	\$7,072.65	1 manual per student	\$78.59	Each Additional Student	\$275.05
Private Class Pricing																		
Number of Students (Users)	GSA Price w/IFF																	
Up to 15 students	\$7,072.65																	
1 manual per student	\$78.59																	
Each Additional Student	\$275.05																	

UserVersity SharePoint (Computer Based Training)	SIN	License	GSA Price w/IFF
<p>UserVersity SharePoint Computer Based Training (CBT) is the most efficient cost-effective way to train a large group of professionals. The lessons load easily into SharePoint or a Learning Management System (LMS) so employees can take the lessons on-demand. UserVersity also includes quizzes and certifications; quizzes give employees confidence before they move onto the next lesson while the certifications validate their SharePoint expertise.</p> <p>SharePoint CBT - UserVersity Computer Based Training</p>	132-33	1 - 250 Users	\$3,522.72
	132-33	1 - 500 Users	\$5,920.57
	132-33	1 - 1,000 Users	\$9,164.72
	132-33	1 - 2,500 Users	\$14,101.47
	132-33	1 - 5,000 Users	\$19,743.47
	132-33	1 - 10,000 Users	\$26,795.97
	132-33	1 - 100,000+ Users	\$45,837.72

UserVersity SharePoint Cusomization	SIN	GSA Price w/IFF
<p>UserVersity Lessons can be personalized with your company logo and colors. Please contact your sales representative for more information on the levels of customization offered.</p>	132-33	\$5,497.02

SharePoint 2010 Courseware Site License	SIN	License	GSA Price w/IFF
<p>Mindsharp end-user courseware for SharePoint training is obtained by purchasing a site license. This entitles you to receive electronic copies of the courseware, and modify the materials in any manner you choose to fit your environment, as long as the Mindsharp copyright stays with the printed courseware.</p> <p>Each end-user course contains the following materials:</p> <ul style="list-style-type: none"> •Student manual •Instructor notes •PowerPoint slides •Lab setup guide and Instruction <p>SharePoint 2010 Courseware Site License</p>	132-33	1 - 500 Users	\$3,734.30
	132-33	1 - 1,000 Users	\$6,699.88
	132-33	1 - 5,000 Users	\$12,338.35
	132-33	1 - 100,000+ Users	\$20,804.88

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

English, Bleeker & Associates (D/B/A Mindsharp) 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 **William English, 763-496-4039, Bill@mindsharp.com**

**(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT**

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

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

MODEL NUMBER/PART NUMBER	*SPECIAL BPA
DISCOUNT/PRICE	

_____	_____
_____	_____
_____	_____

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
-------------	----------------------------

_____	_____
_____	_____
_____	_____

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

(4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
--------	------------------

_____	_____
_____	_____
_____	_____

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

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

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);

- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

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

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

BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

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

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

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

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

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

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