GENERAL SERVICES ADMINISTRATION

FEDERAL SUPPLY SCHEDULE 70

AUTHORIZED SCHEDULE CATALOG/PRICE LIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage! ®, a menu-driven database system. The INTERNET address GSA Advantage! ® is:
http://www.gsaadvantage.gov

GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY

EQUIPMENT, SOFTWARE and SERVICES

Contract number: GS-35F-0119W

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov

Contract Period: 12/01/09 to 11/30/19

Price List current through Modification PS-0208 effective July 08, 2016

EMERGENT, LLC
8219 Leesburg Pike
Suite 300
Vienna, VA 22182

Telephone: (703) 288-4556
Fax: (703) 288-4287

www.emergent360.com

Business size. Small Business.

CUSTOMER INFORMATION:

1a. Table of Awarded Special Item Numbers

Special Item Number 132-8 – Purchase of New Equipment.
Special Item Number 132-32 – Term Software License
Special Item Number 132-33 - Perpetual Software Licenses
Special Item Number 132-34 - Maintenance of Software as a Service
Special Item Number 132-51 – IT Professional Services
Special Item Number 132-52 - Electronic Commerce

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract.

SIN	MFG	Part#	Description	GSA Price
132-8	Google, Inc.	GSA-G100-500K-HOT-2Y-STD	Google Search Appliance Hot-Backup: 24month license/support term; up to 500,000 items indexed	$21,056.75
132-32	Google, Inc.	GB-UPG-7007-HOT-1-STD	Google Search Appliance Hot-Backup Upgrade: 1month license/support term; additional 500,000 items indexed; Upgrade from 500K to 1M documents	$119.64
132-32	Adobe	10004442AF01A12	Adobe TLP GOLD Acrobat 1 Year All Platforms	$12.71
132-33	Adobe	10004958AC02A12	CLP - Adobe - Adobe Technical Suit - ALL - Windows - Adobe SW Assurance - 1Y - ASA/M&S - 1 USER - 300,000+ - 3 Months	$7.63
132-34	Adobe	65193872AC01A03	CLP - Adobe - Premiere Elements - ALL - Multiple Platforms - New Upgrade Plan - 1Y - 1 USER - 10,000 - 299,999 - 3 Months	$3.51
132-51	Emergent, LLC	ASC-CS CEA-CS	Associate Consultant, Engagement Manager	$70.53 $70.53
132-52	Google, Inc.	GGB-1USR-12MO-STD-T8	Google Geolocation API for Business: 12 month license/support term; up to 1 client; applicable for general purpose devices, unlimited API calls per day, Minimum $10K deal; quantity 5,000,000 to infinite	$0.96
132-52	Adobe	10004514AC02A12	CLP - Adobe - RoboHelp Server - ALL - All Platforms - Gold Renewal - 1Y - PRO MIN REQ - Per Seat - 25,000 - 299,999 - 12 Months	$3.51

1c. A description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided – Not applicable

2. Maximum order: The Maximum Order value for the following Special Item Numbers (SINs) is $500,000:

Special Item Number 132-8 – Purchase of New Equipment
Special Item Number 132-32 – Term Software Licenses
Special Item Number 132-33 - Perpetual Software Licenses
Special Item Number 132-34 - Maintenance of Software as a Service
Special Item Number 132-51 – IT Professional Services
Special Item Number 132-52 - Electronic Commerce and Subscription Services

3. Minimum order: $100

4. Geographic coverage (delivery area): 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.

5. Point of production: Vienna, Fairfax County, Virginia

6. Discount from list prices or statement of net price: Prices shown are NET Prices; Basic Discounts have been deducted.

7. Quantity discounts: Adobe - When an ordering agency has 40,000 points or $40,000 they become eligible for the CLP program.

Dollar Volume - Adobe's Cumulative Licensing Program (CLP) provides volume discounts for purchases made on the point value of an initial order. Please contact Emergent, LLC for eligibility requirements.

8. Prompt payment terms: Net 30 from receipt of invoice or date of acceptance, whichever is later.

9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold: Yes.

9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold: Yes.

10. Foreign items: Not applicable.

11a. Time of delivery: 7 or 30 Days for Adobe. 21 Days for all Google products, except SIN 132-8, which is 30 Days.

11b. Expedited Delivery: Not Applicable.
11c. Overnight and 2-day delivery: Not Applicable.
11d. Urgent Requirements: Not Applicable.
12. F.O.B. point: DEST.
13a. Ordering address:

Emergent, LLC
8219 Leesburg Pike
Suite 300
Vienna, VA 22182

13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment address:

Emergent, LLC
1439 N. Great Neck Road, Ste. 201
Virginia Beach, VA 23454

15. Warranty provision: Refer to terms and conditions of general purpose commercial information technology applicable to;
- New equipment (Special Item Number 132-8)
- Term software licenses (Special Item Number 132-32)
- Perpetual software licenses (Special Item Number 132-33) and
- Maintenance as a service (Special Item Number 132-34)

16. Export packing charges: Not Applicable.

17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level): No restrictions.

18. Terms and conditions of rental, maintenance, and repair: Not Applicable.

19. Terms and conditions of installation: Not Applicable.

20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices: Not Applicable.

20a. Terms and conditions for any other services: Not Applicable.

21. List of service and distribution points: Not Applicable.

22. List of participating dealers: Not Applicable.

23. Preventive maintenance: Not Applicable.

24a. Special attributes such as environmental attributes: (e.g., recycled content, energy efficiency, and/or reduced pollutants) - – Not Applicable.

24b. Indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services:

Adobe - www.adobe.com/resources/accessibility/tools/vpat/index/html

Google, Inc - https://www.google.com/sites/accessibility.html

The EIT standards can be found at: www.Section508.gov/ - – Not Applicable.

25. Data Universal Number System (DUNS) number: 781797712.

26. Notification regarding registration in System for Award Management (SAM) database: Yes.

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY NEW EQUIPMENT

(SPECIAL ITEM NUMBER 132-8)

1. MATERIAL AND WORKMANSHIP

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

2. ORDER

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

3. TRANSPORTATION OF EQUIPMENT

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

4. INSTALLATION AND TECHNICAL SERVICES

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

b. INSTALLATION, DEINSTALLATION, REINSTALLATION. The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of $2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds $2,000, then the requirements of the Davis-Bacon Act applies.
The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or SIN 132-9.

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

5. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment at no increase in contract price.
The ordering activity must exercise its 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 item, unless the change is due to the defect in the item.

6. WARRANTY

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

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows: Emergent, LLC, 8219 Leesburg Pike, Suite 300, Vienna, VA 22182.

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

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

8. RESPONSIBILITIES OF THE CONTRACTOR

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

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

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

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE AS A SERVICE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. GUARANTEE/WARRANTY

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

Adobe - 90 days.

Google, Inc – 1 year.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

2. TECHNICAL SERVICES

For Adobe products, the Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 703-288-4556 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9 AM to 5 PM EST.

3. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined: Software Maintenance as a Product (SINs 132-32 and 132-33)

Adobe and Google 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. Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

4. 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.

Please visit http://www.adobe.com/products/ for a complete list of Adobe products.

Google – http://www.google.com/support/

5. RIGHT-TO-COPY PRICING

None

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)

1. SCOPE

a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
b. The Contractor shall provide services at the Contractor's facility and/or at the Ordering Activity location, as agreed to by the Contractor and the Ordering Activity.

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

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

3. ORDER

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

4. PERFORMANCE OF SERVICES

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

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

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

minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either- (1) Cancel the stop-work order; or (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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

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

6. INSPECTION OF SERVICES

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 – FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of the character provided under a particular Statement of Work or task order. If the end product of a task order or Statement of Work is customized software (as opposed to software installation, integration, or implementation services) then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to applicable security regulations, the Ordering Activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

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

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the Ordering Activity, Ordering Activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against

schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional services. Progress payments may be authorized by the Ordering Activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones as set forth in a Statement of Work or task order or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the Ordering Activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for services delivered. Progress payments shall be made only when authorized by the Statement of Work or task order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition. As prescribed in 16.601(e)(3), insert the following provision:

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

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user Ordering Activity upon request.

14. INCIDENTAL SUPPORT COSTS

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

15. APPROVAL OF SUBCONTRACTS

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

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

a. A description of each type of IT Service offered under Special Item Numbers 132-51 IT Professional Services is set forth in Attachment A and/or the Schedule Contract Pricelist. Services and rates should be presented in the same manner as the Contractor sells to its commercial customers and other Ordering Activity customers.

b. Pricing for all IT Professional Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices, minimum general experience and minimum education.

17. GLOSSARY OF DEFINITIONS

a. "Service Provider" shall mean a Manufacturer or provider of the IT Professional Services offered to Contractor through a letter of supply to be sold to Ordering Activities under this contract.
b. "Statement of Work" shall mean the mutually agreed upon document between Contractor and Ordering Activity setting forth the description of services to be performed including milestones, any specifications and evaluation criteria.

DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

See Pricelist for ordering and pricing information.

Services (e.g. Job Title/Task)	Minimum Education/ Certification Level	Minimum Years of Experience	Functional Responsibility
Senior Solution Architect	BA/BS in Computer Science, Information Systems, Business, Electrical Engineering, or related field, or equivalent experience.	10 or more years of functional experience.	Directs through lower level management levels. Has responsibility for managing a function that includes multiple related departments. Selects and hires candidates for management positions within department, conducts performance evaluations and salary reviews for assigned staff. This employee is also responsible for the development of departmental policies. The functional activities will be the most complex and decisions will have a major impact on business operations for the entire directorate and throughout the company.
Solution Architect	BA/BS in Computer Science, Information Systems, Business, Electrical Engineering, or related field, or equivalent experience.	10 or more years of functional experience.	Supports business process design related to relevant applications; performs impact and system analysis based on business requirements; collaborates with other technical teams in the exchange and transfer of technical knowledge and in the development and evolution of architecture standards, guidelines, reference architecture, and the IT Technology Roadmap; Works closely with Project Managers and Program Managers in the design, development, and implementation of the technical content defined in the Statement of Work. Recognized expert within the Company, who designs, researches and develops highly advanced applications, which may result in new product/business opportunities for the Company.
Senior Principal Consultant	BA/BS in Computer Science, Information Systems, Business, Electrical Engineering, or related field, or equivalent experience.	7 or more years of functional experience.	Provides objective advice, expertise and specialized skills with the aim of creating value, maximizing growth or improving the business performance of their clients. Has expertise and operates across one or more industries and variety of services such as business strategy, manpower planning, policy analysis, management controls, information technology, e-business and operations. Primarily concerned with the strategy, structure, management and operations of an organization. Identifies options with recommendations, and/or the implementation of solutions. Manages all project resources to perform tasks according to plan; sets expectations concerning deliverability, performance, maintenance, design and costs. Estimates time frames, quality and quantity of resources required to successfully implement project. Recognized industry specialist with technical insight in multiple fields and disciplines. Complexity of work is state of the art and may be new to the company and to the industry. Serves as consultant to the business unit in long-range planning concerning new or projected areas of technological research and advancements.

Services (e.g. Job Title/Task)	Minimum Education/ Certification Level	Minimum Years of Experience	Functional Responsibility
Principal Consultant II	BA/BS in Computer Science, Information Systems, Business, Electrical Engineering, or related field, or equivalent experience.	5 or more years of functional experience.	Recognized expert within the company, who designs, researches and develops highly advanced applications, which may result in new product/business opportunities for the company. Leads efforts to capture new business through technical work and capability briefings.
Principal Consultant I	BA/BS in Computer Science, Information Systems, Business, Electrical Engineering, or related field, or equivalent experience.	5 or more years of functional experience.	Considered a recognized authority within the company. Works on unusually complex technical problems and provides solutions which are highly innovative. Determines and pursues courses of action necessary to obtain desired results.
Senior Consultant	BA/BS in Computer Science, Information Systems, Business, Electrical Engineering, or related field, or equivalent experience.	4 or more years of functional experience.	"Career level with a complete understanding and wide application of technical principles, theories and concepts. Working under only general direction, provides technical solutions to a wide range of difficult problems. Independently determines and develops approach to solutions."
Staff Consultant	BA/BS in Computer Science, Information Systems, Business, Electrical Engineering, or related field, or equivalent experience.	2 or more years of functional experience.	Experienced with frequent use and application of technical standards, principles and theories. Works under general supervision, providing solutions to technical problems of moderate scope/complexity.
Associate Consultant	BA/BS in Computer Science, Information Systems, Business, Electrical Engineering, or related field, or equivalent experience.	0-2 years of functional experience.	Manages experienced professionals who exercise latitude and independence in their assignments. Often heads one or more sections or a small department. Selects and hires candidates for management positions within department, conducts performance evaluations and salary reviews for assigned staff. Is responsible for the development of departmental policies. The functional activities will be the most complex and decisions will have a major impact on business operations for the entire directorate and throughout the company.
Program Manager	BA/BS in Computer Science, Information Systems, Business, Electrical Engineering, or related field, or equivalent experience.	10 or more years of relevant experience.	Manages experienced professionals who exercise latitude and independence in their assignments. Often heads one or more sections or a small department. Selects and hires candidates for management positions within department, conducts performance evaluations and salary reviews for assigned staff. Is responsible for the development of departmental policies. The functional activities will be the most complex and decisions will have a major impact on business operations for the entire directorate and throughout the company.

Services (e.g. Job Title/Task)	Minimum Education/ Certification Level	Minimum Years of Experience	Functional Responsibility
Project Manager II	BA/BS in Computer Science, Information Systems, Business, Electrical Engineering, or related field, or equivalent experience.	8 or more years of relevant experience.	Manages experienced professionals who exercise latitude and independence in their assignments. Often heads one or more sections or a small department. Plans, conducts and supervises assignments, generally involving larger and more important projects or multiple projects. Evaluates and determines changes in methods or procedures in assigned area of responsibility. Determines candidates for employment/termination, conducts performance evaluations and salary reviews for assigned staff and is responsible for the application of company policies.
Project Manager I	BA/BS in Computer Science, Information Systems, Business, Electrical Engineering, or related field, or equivalent experience.	5 or more years of functional experience.	Supervises, coordinates, provides leadership to and reviews the work of assigned staff. Directly supervises individual contributors in technical positions and/or entry level professionals. Estimates staffing needs, assigns work, recommends candidates for employment, makes recommendations for termination, conducts performance evaluations and salary reviews for assigned staff and is responsible for the application of company policies.
Engagement Manager	BA/BS in Computer Science, Information Systems, Business, Electrical Engineering, or related field, or equivalent experience.	0-2 years of functional experience.	Ensures that the requirements of a contract are known and followed. Verifies work products are in compliance with the contract. Coordinates resource schedules. Tracks, manages, and reports project hours. Ensures delivery of software, licenses, and hardware associated with project. Oversees invoicing and payment issues.
Subject Matter Expert II	BA/BS in Computer Science, Information Systems, Business, Electrical Engineering, or related field, or equivalent experience.	10 or more years of relevant experience.	Recognized industry specialist with technical insight in multiple fields and disciplines. Complexity of work is state of the art and may be new to the company and to the industry. Serves as consultant to the business unit in long-range planning concerning new or projected areas of technological research and advancements. Is instrumental in attracting/obtaining major new business
Subject Matter Expert I	BA/BS in Computer Science, Information Systems, Business, Electrical Engineering, or related field, or equivalent experience.	7 or more years of functional experience.	Considered a recognized authority within the company. Works on unusually complex technical problems and provides solutions which are highly innovative. Determines and pursues courses of action necessary to obtain desired results.

Note that in fulfilling years of experience and education requirements, four (4) years of relevant experience may be substituted for a bachelor's degree. Additionally, advanced degrees or certifications may be substituted for years of experience using the following conversion table:

Type of Degree / Certification	Equivalent in Years of Experience
Masters	Bachelors + Two (2) years
Doctorate	Bachelors + Four (4) years

TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES (SPECIAL IDENTIFICATION NUMBER 132-52)

1. SCOPE

The prices, terms and conditions stated under Special Item Number 132-52 Electronic Commerce (EC) Services apply exclusively to EC Services within the scope of this Information Technology Schedule.

2. ELECTRONIC COMMERCE CAPACITY AND COVERAGE

The Ordering Activity shall specify the capacity and coverage required as part of the initial requirement.

3. INFORMATION ASSURANCE

a. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA)

b. The Ordering Activity shall assign an impact level (per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, *"Standards for Security Categorization of Federal Information and Information Systems"*) (FIPS 200, "*Minimum Security Requirements for Federal Information and Information Systems*") prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded SIN 132-52 is capable of meeting at least the minimum security requirements assigned against a low-impact information system (per FIPS 200).

c. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Electronic Commerce services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.

4. DELIVERY SCHEDULE

The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in *Information for Ordering Activities Applicable to All Special Item Numbers,* paragraph 6. *Delivery Schedule.*

5. INTEROPERABILITY

When an Ordering Activity requires interoperability, this requirement shall be included as part of the initial requirement. Interfaces may be identified as interoperable on the basis of participation in a sponsored program acceptable to the Ordering Activity. Any such access or interoperability with teleports/gateways and provisioning of enterprise service access will be defined in the individual requirement.

6. ORDER

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

b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

7. PERFORMANCE OF ELECTRONIC SERVICES

The Contractor shall provide electronic services on the date agreed to by the Contractor and the ordering activity.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

9. RIGHTS IN DATA

The Contractor shall comply FAR 52.227-14 RIGHTS IN DATA – GENERAL and with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

10. ACCEPTANCE TESTING

If requested by the ordering activity the Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

11. WARRANTY

The Contractor shall provide a warranty covering each Contractor-provided electronic commerce service. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the item listed below:

The Contractor shall provide a warranty covering each Contractor-provided electronic commerce service. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the items listed in this price list.

The warranty shall commence upon the later of the following:

a. Activation of the user's service
b. Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

12. MANAGEMENT AND OPERATIONS PRICING

The Contractor shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service.

13. TRAINING

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below:

N/A

14. MONTHLY REPORTS

In accordance with commercial practices, the Contractor may furnish the ordering activity/user with a monthly summary ordering activity report.

14. ELECTRONIC COMMERCE SERVICE PLAN

(a) Describe the electronic service plan and eligibility requirements.

N/A

(b) Describe charges, if any, for additional usage guidelines.

N/A

Describe corporate volume discounts and eligibility requirements, if any.

N/A

Universal Amendment to All Software License Agreements For Adobe Systems Incorporated Software Products

This Universal Amendment to Software License Agreements for All Adobe Systems Incorporated Software License Agreements ("Amendment") is effective as of as of the date that it is fully executed ("Effective Date") and is between Adobe Systems Incorporated ("Adobe"), and the U.S. General Services Administration ("GSA"). In consideration of the mutual promises and covenants contained in this Amendment, the parties agree as follows:

1. Applicability

a. This Amendment, agreed to by both parties, applies to GSA and any agency or organization ("Ordering Activity) that places an order for an Adobe Software product under Contract No. GS-35F-Ol 19W (the "GSA Contract"). This Amendment, together with the applicable Software License Agreement or End User License Agreement for the applicable Adobe Software (each such license generally referred to herein as the "License Agreement"), governs the Ordering Activity's installation and use of such Adobe Software. This Amendment only applies to License Agreements for those Adobe Software products that Adobe expressly authorizes the GSA Contract holder to resell or distribute under the GSA Contract pursuant to a letter of supply between Adobe and such GSA Contract holder. Unless expressly stated to the contrary herein, all capitalized terms in this Amendment shall have the meaning ascribed to them in the applicable License Agreement for the applicable Adobe Software.

b. Pursuant to Section 12.212 of the Federal Acquisition Regulations ("FAR"), Adobe and GSA agree that the modifications to the License Agreements are appropriate to ensure compliance with federal laws and to meet the U.S. Government's needs. Accordingly, the License Agreements is hereby modified by this Amendment as it pertains to use of Adobe's software by any Ordering Activity pursuant to a task order placed under the GSA Contract.

c. This Amendment only applies to Ordering Activities of the U.S. Government (including agencies and departments from the Executive Branch, the Congress, or the Military) and independent federal agencies that are authorized to purchase IT Schedule 70 goods and services under the GSA Contract. This Amendment shall not apply to prime contractors, state/local government entities, or other entities authorized to make purchases under the GSA contract. In addition, this Amendment shall apply to the Ordering Activity itself, shall only apply to the installation and use of the Adobe Software for official government business only on behalf of the Ordering Activity, and shall not apply to any individual who utilizes the Adobe Software Products for his or her personal use or for a use.

2. Precedence and Further Amendment: Any prov1s1ons restricting additions or modifications to the License Agreement are hereby deleted to the extent they would preclude this Amendment or any valid task orders placed under the GSA Contract. To the extent the License Agreement conflicts with this Amendment or any relevant task orders, the conflict should be resolved according to the following order of precedence: (I) Federal law, (2) the FAR, (3) this Amendment, (4) any other amendment that Adobe and the Ordering Activity may separately enter into to vary the terms of the License Agreement to accommodate unique license terms

under a Task Order, and (5) the License Agreement. This Amendment may only be modified upon written consent of both parties.

3. Contracting Authority: Pursuant to FAR 1.601(a) and 43.102, all provisions in the License Agreement which would allow any individual, except for an authorized contracting officer, to bind the U.S. Government to the terms of the License Agreement or any modifications thereto are hereby deleted. Such provisions include the ability of the software manufacturer to unilaterally modify the terms of the License Agreement and any requirement to accept terms by means of use, download, or click-through agreements. Notwithstanding the foregoing, GSA and Ordering Activity expressly agree that when an authorized contracting officer of the Ordering Activity places a task order for the Adobe Software pursuant to the GSA Contract, all terms of the License Agreement in effect at the time the product was added to the GSA Contract shall be legally binding on Ordering Activity and shall be given full force and legal effect. In the event that Ordering Activity receives Adobe Software through a task order that is not authorized by the Ordering Activity's authorized contracting officer or Ordering Activity fails to acknowledge that the License Agreement is binding on Ordering Activity, Ordering Activity shall not be deemed to have any license to the Adobe Software and Adobe reserves all rights, remedies, and enforcement actions and venues available to Adobe under state and federal law, including but not limited to all intellectual property laws without regard to the Dispute Resolution Process or Governing Law provisions of this Amendment.

4. Costs and Fees: Pursuant to the Anti-Deficiency Act, 31 U.S.C. § 1341(a)(l)(B), the U.S. Government does not agree to pay any future costs or fees under the License Agreement or this Amendment. Any provisions of the License Agreement obligating the U.S. Government to pay costs, fees, or damages, or to otherwise expend appropriations, are hereby deleted unless imposed after following the Dispute Resolution Procedures identified hereunder. Any provisions of the License Agreement providing for automatic renewal absent some action by the U.S. Government are hereby deleted.

5. Installation and Use of the Software: Installation and use of the software shall be in accordance with the License Agreement, unless an Ordering Activity determines that it requires different terms of use and Adobe agrees in writing to such terms in a valid task order placed pursuant to the GSA Contract.

6. Indemnification: Pursuant to 28 U.S.C. § 516, in the event of any claim against an Ordering Activity arising out of use of the Adobe Software, Adobe cannot assume responsibility for or control of the litigation or any settlement negotiations, provided however, that Ordering Activity (i) agrees that any litigation or settlement negotiation shall not bind Adobe, in any way, to the final outcome of any such litigation or settlement; (ii) shall not impair Adobe's own rights, defenses, or claims against the claimant, (iii) shall not have the right to settle any claim, make any admissions, or waive any defenses on behalf of Adobe; and (v) shall in good faith reasonably cooperate and consult with Adobe during the course of settlement negotiations and prosecution of the claim and shall afford Adobe free access to all communications and documentations with all parties, witnesses, and judicial or administrative body(ies) associated with such claim upon Adobe's request. Any contrary provisions in the License Agreement are hereby deleted. In compliance with the Anti-Deficiency Act, 31 U.S.C. § 134l(a)(1)(B), the U.S. Government does not agree to pay any costs, fees, or damages arising from claims against Adobe relating to use of the software by any Ordering Activity. Any contrary provisions in the License Agreement are hereby deleted.

7. Limitation of Liability: Any limitation of liability in the License Agreement is hereby deleted, and the following provision shall apply:

Neither Adobe nor an Ordering Activity shall be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, neither Adobe nor an Ordering Activity shall be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

8. Governing Law: The License Agreement and this Amendment shall be governed by the laws of the United States, unless there is no applicable law of the United States which would apply, in which case the laws of the State of California shall apply. Any provisions in the License Agreement stating that the License Agreement shall only be governed by the law of any particular U.S. state, U.S. territory or district, or foreign nation are hereby deleted.

9. Dispute Resolution and Venue: Any provisions in the License Agreement requiring the U.S. Government to follow a specific procedure to raise claims or to resolve disputes are hereby deleted. Any provisions in the License Agreement selecting a particular judicial forum or form of alternative dispute resolution for resolving claims relating to the License Agreement are hereby deleted. Any disputes relating to the License Agreement and to this Amendment shall be resolved in accordance with the FAR and the Contract Disputes Act, 41 U.S.C. §§ 601-613. GSA and Ordering Activity expressly acknowledge that Adobe shall have standing to bring such claim under the Contract Disputes Act.

10. Termination and Performance: Termination of the License Agreement and this Amendment shall be governed by the FAR and the Contracts Disputes Act, 41 U.S.C. §§ 601-613, and any provisions of the License Agreement relating to termination are hereby deleted, including any provisions permitting Adobe to unilaterally terminate the License Agreement, subject to the following exceptions:

a. Adobe is entitled to cancel or terminate the License Agreement if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolution process referenced in Section 9 above or if such remedy is otherwise available to Adobe under United States federal law.

b. Adobe is entitled to cancel or terminate the License Agreement if one of the events identified in Section II below apply.

11. Remedies: Pursuant to 28 U.S.C. § 1498, any provisions of the License Agreement providing for equitable remedies against the U.S. Government, including an injunction, in the event of a dispute concerning patent or copyright infringement are hereby deleted (subject to the third sentence of this Section 11. Any provisions of the License Agreement which would preclude continued performance of the contract during resolution of any disputes are hereby deleted, including any provisions requiring the U.S. Government to agree that an injunction is appropriate in the event of a breach of the License Agreement (subject to the third sentence of this Section 11). Notwithstanding the foregoing, any License Agreement clause providing for equitable remedies against the U.S. Government, including an injunction, in the event of a dispute concerning patent or copyright infringement or any other breach of the License Agreement shall continue to apply if an equitable remedy is available under United States

Federal Law, such as (without limitation) the Freedom of Information Act ("FOIA") under one of the exemptions to disclosure under FOIA. If the Ordering Activity breaches one of the following: (a) reverse engineers, decompiles, disassembles, or otherwise attempts to discover the source code of the software, (b) unbundles the constituent component parts of the software, or (c) provides use of the software in a computer service business, third party outsourcing facility or service, service bureau arrangement, or time sharing basis, Adobe may terminate the License Agreement; however prior to terminating this License Agreement, Adobe shall inform the Ordering Activity of one of the breaches named above as soon as possible, and provide Ordering Activity sixty (60) days from notice to cure such breach. If the breach is not cured in sixty (60) days, the Ordering Activity may terminate the Order for convenience of the Government in accordance with FAR 52.212-4(1); however, Ordering Activity has no rights to a refund, in whole or in party of any License Fee paid if this License Agreement is terminated for such breach. Nothing in this paragraph shall prevent Adobe from filing a claim or limit Adobe's damages under the Contract Disputes Act at 41 USC §§7101-7109.

12. Advertisements and Endorsements: Any provisions allowing Adobe to use the name or logo of GSA or any Ordering Activity to advertise or to imply an endorsement of Adobe's products or services are hereby deleted. Unless specifically authorized by an Ordering Activity, such use of the name or logo of any U.S. Government entity is prohibited.

13. Monitoring Use of License and Audits: Any provision in the License Agreement permitting Adobe to audit, inspect, or monitor use of the software for compliance with the License Agreement shall be binding on Ordering Activity but is contingent upon reasonable notice to the Ordering Activity and adherence to reasonable security measures the Ordering Activity deems reasonably appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities if clearances are required.

14. Public Access to Information: Adobe agrees that the License Agreement and this Amendment contain no confidential or proprietary information and acknowledges the License Agreement and this Amendment will be available to the public, provided however, that GSA and Adobe agree that other items identified in the License Agreement (such as, without limitation, source code and other technical data) provided to the Ordering Activity is confidential and proprietary information and shall not be disclosed.

Google Apps for Government via Reseller Agreement

This Google Apps for Government via Reseller Agreement (the "Agreement") is entered into by and between Google Inc., a Delaware corporation, with offices at 1600 Amphitheatre Parkway, Mountain View, California 94043 ("Google") and the entity agreeing to these terms ("Customer"). This Agreement is effective as of the date Customer clicks the "I Accept" button below or, if applicable, the date the Agreement is countersigned (the "Effective Date"). If you are accepting on behalf of Customer, you represent and warrant that: (I) you have full legal authority to bind your employer, or the applicable entity, to these terms and conditions; (ii) you have read and understand this Agreement; and (iii) you agree, on behalf of the party that you represent, to this Agreement. If you do not have the legal authority to bind Customer, please do not click the "I Accept" button below (or, if applicable, do not sign this Agreement). This Agreement governs Customer's access to and use of the Services.

1. Services.

1.1 Facilities. All facilities used to store and process Customer Data will adhere to reasonable security standards no less protective than the security standards at facilities where Google stores and processes its own information of a similar type. Google has implemented at least industry standard systems and procedures to ensure the security and confidentiality of Customer Data, protect against anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access to or use of Customer Data.

1.2 Data Storage. As part of providing the Services Google will store the following Core Content, while permanently at rest, in the regions as described below, and as further detailed in Google's FISMA security authorization package, which is referenced in Section 1.3.

a. United States: Core Content for Gmail, Google Docs, Google Talk, and Google Calendar. Core Content for Gmail, Google Docs, Google Talk, and Google Calendar will be stored: (a) in servers dedicated to the Google Apps for Government Services; and (b) stored on encrypted drives using full disk encryption.

b. United States and the European Union: Core Content for Google Contacts, Google Groups, Google Sites, and Google Video.

1.3 Federal Information Security Management Act (FISMA). The Google Apps Core Services received a FISMA "Authorization to Operate" for a Moderate impact system. Google will continue to maintain a System Security Plan (SSP) for the Google Apps Core Services, based on NIST 800-53 Rev. 3, or a similarly applicable standard. If Google does not maintain this SSP as stated, Customer's sole and exclusive remedy, and Google's entire liability, will be Customer's ability to terminate the Agreement upon thirty days' prior written notice.

1.4 Modifications.

a. To the Services. Google may make commercially reasonable changes to the Services, from time to time. If Google makes a material change to the Services, Google will inform Customer, provided that Customer has subscribed with Google to be informed about such change.

b. To URL Terms. Except as otherwise required by law or otherwise expressly required by the particular contract or task order at issue, Google may make commercially reasonable changes to the URL Terms from time to time. If Google makes a material change to the URL Terms, Google will inform Customer by either sending an email to the Notification Email Address or alerting customer via the Admin Console with a copy to Reseller. If Customer does not agree to the change, Customer will notify Google via the Help Center within thirty days after receiving written notice of the change. If Customer notifies Google as required, or Reseller notifies Google on Customer's behalf, then Customer may either a) chose to remain governed by the terms in effect immediately prior to the change until the end of the then-current term for the affected Services and if the affected Services are renewed, they will be renewed under Google's then current URL Terms previously provided to Customer or b) Customer may terminate this Agreement.

1.5 Customer Domain Name Ownership. Prior to providing the Services, Google or Reseller may verify that Customer owns or controls the Customer Domain Names. If Customer does not own, or control, the Customer Domain Names, then Google will have no obligation to provide Customer with the Services.

1.6 Ads.

a. Default Setting. The default setting for the Services is one that does not allow Google to serve Ads. Customer or Reseller may change this setting in the Admin Console, which constitutes Customer's authorization for Google to serve Ads. If Customer or Reseller enables the serving of Ads, it may revert to the default setting at any time and Google will cease serving Ads.

b. Generally. Ads will comply with the AdWords Guidelines. Except as stated otherwise under this Agreement, Google will neither contact the End Users directly through email, nor authorize a third party to contact the End Users directly by email, for advertising purposes. If Google is authorized to serve Ads, any revenue generated from the display of Ads will be retained by Google and will not be subject to any revenue sharing.

2. Customer Obligations.

2.1 Compliance. Google may make new applications, features or functionality available from time to time through the Services, the use of which may be contingent upon Customer's agreement directly or through Reseller to additional terms. In addition, Google may make other Non-Google Apps Products, separate from the Services, available to Customer and its End Users in accordance with the Non-Google Apps Product Terms and the applicable product-specific Google terms of service. Customer can enable or disable the Non-Google Apps Products at any time through the Admin Console. Customer agrees that its use of the Domain Service is subject to its compliance with the Domain Service Terms. Google shall provide notice of any material changes in terms in accordance with Section 1.4 (b) and the Customer shall have the right to accept or reject those changes as therein set forth.

2.2 Aliases. Customer or Reseller is solely responsible for monitoring, responding to, and otherwise processing emails sent to the "abuse" and "postmaster" aliases for Customer Domain Names but Google may monitor emails sent to these aliases for Customer Domain Names to allow Google to identify Services abuse.

2.3 Customer Administration of the Services. Customer may specify one or more Administrators through the Admin Console who will have the rights to access Admin Account(s) and to administer the End User Accounts. Customer and Reseller are responsible for: (a) maintaining the confidentiality of the password and Admin Account(s); (b) designating those individuals who are authorized to access the Admin Account(s); and (c) ensuring that all activities that occur in connection with the Admin Account(s) comply with the Agreement. Customer agrees that Google's responsibilities do not extend to the internal management or administration of the Services for Customer and that Google is merely a data-processor.

2.4 End User Consent. Customer's Administrators may have the ability to access, monitor, use, or disclose data available to End Users within the End User Accounts. Customer will obtain and maintain all required consents from End Users to allow: (I) Customer's access, monitoring, use and disclosure of this data and Google providing Customer with the ability to do so, and (ii) Google to provide the Services.

2.5 Unauthorized Use. Customer will use commercially reasonable efforts to prevent unauthorized use of the Services, and to terminate any unauthorized use. Customer or Reseller will promptly notify Google of any unauthorized use of, or access to, the Services of which it becomes aware.

3. Requesting End User Accounts; Services Term. Requesting End User Accounts, as well as initial and renewal terms for the Services, are to be decided upon between Customer and Reseller.

4. Payment. Customer will pay Reseller for the Services. As a result, all payment terms are to be decided upon between Customer and Reseller.

5. Technical Support Services.

5.1 By Customer. Customer or Reseller will, at its own expense, respond to questions and complaints from End Users or third parties relating to Customer's or End Users' use of the Services. Customer or Reseller will use commercially reasonable efforts to resolve support issues before escalating them to Google.

5.2 By Google. If Customer or Reseller cannot resolve a support issue consistent with the above, then Customer or Reseller (as applicable based on the agreement between Google and Reseller) may escalate the issue to Google in accordance with the TSS Guidelines. Google will provide TSS to Customer or Reseller (as applicable) in accordance with the TSS Guidelines.

6. Suspension.

6.1 Of End User Accounts by Google. If Google becomes aware of an End User's violation of the Agreement, then Google may specifically request that Customer Suspend the applicable End User Account. If Customer fails to comply with Google's request to Suspend an End User Account, then Google may do so. The duration of any Suspension by Google will be until the applicable End User has cured the breach which caused the Suspension.

6.2 Emergency Security Issues. Notwithstanding the foregoing, if there is an Emergency Security Issue, then Google may automatically Suspend the offending use. Suspension will be to the minimum extent and of the minimum duration required to prevent or terminate the Emergency Security Issue. If Google Suspends an End User Account for any reason without prior notice to Customer, at Customer's request, Google will provide Customer the reason for the Suspension as soon as is reasonably possible.

7. Confidential Information.

7.1 Obligations. Each party will: (a) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (b) not disclose the Confidential Information, except to Affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential. Each party (and any Affiliates, employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill its obligations under this Agreement, while using reasonable care to protect it. Each party is responsible for any actions of its Affiliates, employees and agents in violation of this Section.

7.2 Exceptions. Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party.

7.3 Required Disclosure. Each party may disclose the other party's Confidential Information when required by law but only after it, if legally permissible: (a) uses commercially reasonable efforts to notify the other party; and (b) gives the other party the chance to challenge the disclosure.

7.4 Third Party Requests. Customer is responsible for responding to Third Party Requests. Google will, to the extent allowed by law and by the terms of the Third Party Request: (a) promptly notify Customer of its receipt of a Third Party Request in a manner permitted by law; (b) comply with Customer's reasonable requests regarding its efforts to oppose a Third Party Request; and (c) provide Customer with the information or tools required for Customer to respond to the Third Party Request. Customer will first use the Admin Tool to access the required information, and will contact Google only if it is insufficient for Customer's needs.

8. Intellectual Property Rights; Brand Features.

8.1 Intellectual Property Rights. Except as expressly set forth herein, this Agreement does not grant either party any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the parties, Customer owns all Intellectual Property Rights in Customer Data, and Google owns all Intellectual Property Rights in the Services.

8.2 Display of Brand Features. Google may display only those Customer Brand Features authorized by Customer (such authorization is provided by Customer uploading its Brand Features into the Services), and only within designated areas of the Service Pages. Customer may specify the nature of this use using the Admin Console. Google may also display Google Brand Features on the Service Pages to indicate that the Services are provided by Google. Neither party may display or use the other party's Brand Features beyond what is allowed in this Agreement without the other party's prior written consent.

8.3 Brand Features Limitation. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights in those Brand Features. A party may revoke the other party's right to use its Brand Features pursuant to this Agreement with written notice to the other and a reasonable period to stop the use.

9. Restrictions on Use. Unless Google specifically agrees in writing, Customer will not, and will use commercially reasonable efforts to make sure a third party does not: (a) sell, resell, lease, or the functional equivalent, the Services to a third party (unless expressly authorized in this Agreement); (b) attempt to reverse engineer the Services or any component; (c) attempt to create a substitute or similar service through use of, or access to, the Services; (d) use the Services for High Risk Activities; or (e) use the Services to store or transfer any Customer Data that is controlled for export under Export Control Laws. Customer is solely responsible for any applicable compliance with HIPAA.

10. Publicity. Neither party may make any public statement regarding the relationship contemplated by this Agreement without the other party's prior written consent.

11. Government Purposes. The Services were developed solely at private expense and are commercial computer software and related documentation within the meaning of the applicable civilian and military Federal acquisition regulations and any supplements thereto. If the user of the Services is an agency, department, employee, or other entity of the United States Government, under FAR 12.212 and DFARS 227.7202, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Services, including technical data or manuals, is governed by the terms and conditions contained in this Agreement, which is Google's standard commercial license agreement.

12. Representations, Warranties and Disclaimers.

12.1 Mutual Representations and Warranties. Each party represents that it has full power and authority to enter into the Agreement. Each party warrants that it will comply with all laws and regulations applicable to its provision, or use, of the Services, as applicable (including applicable security breach notification law).

12.2 Google Warranties. Google warrants that it will provide the Services in accordance with the applicable SLA. Customer represents and warrants that it is a state, city, or federal government entity.

12.3 Customer Representations and Warranties. Customer represents and warrants that: (I) Customer Data and Customer Domain names do not violate any laws, regulations, or rights of a third party, including Intellectual Property Rights; (ii) Customer Brand Features do not infringe or misappropriate any Intellectual Property Rights. Customer further agrees that it will use the Services in accordance with the Acceptable Use Policy. Notwithstanding the above, subsections (I) and (ii) do not apply if the Customer is a Federal Government entity.

12.4 Disclaimers. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT. GOOGLE MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE SERVICES. CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE NOT A TELEPHONY SERVICE AND THAT THE SERVICES ARE NOT

CAPABLE OF PLACING OR RECEIVING ANY CALLS, INCLUDING EMERGENCY SERVICES CALLS, OVER PUBLICLY SWITCHED TELEPHONE NETWORKS.

13. Term and Termination.

13.1 Term. The term for the Services will be as decided upon between Reseller and Customer. This Agreement will remain in effect for the Term. The term for the Services may be renewed for additional twelve (12) month renewal terms only by Reseller placing a further order with Google for the Services on behalf of the Customer.

13.2 Termination or Suspension for Breach. Google acknowledges that disputes under Government contracts are subject to the provisions of the Contracts Disputes Act and FAR 52.233-1 (Disputes). Notwithstanding that, Google may suspend performance only in the event it is entitled to do so under a specific federal law or regulation or otherwise in accordance with an order or injunction from a court of competent jurisdiction.

13.3 Effects of Termination. If this Agreement terminates, then: (I) the rights granted by one party to the other will cease immediately (except as set forth in this Section); (ii) Google will provide Customer or Reseller access to, and the ability to export, the Customer Data for a commercially reasonable period of time at Google's then-current rates for the applicable Services; (iii) after a commercially reasonable period of time, Google will delete Customer Data by removing pointers to it on Google's active servers and overwriting it over time; and (iv) upon request each party will promptly use commercially reasonable efforts to return or destroy all other Confidential Information of the other party.

14. Indemnification.

14.1 By Customer. Unless prohibited by applicable law and without waiving sovereign immunity, Customer will indemnify, defend, and hold harmless Google from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim: (I) regarding Customer Data or Customer Domain Names; (ii) that Customer Brand Features infringe or misappropriate any patent, copyright, trade secret or trademark of a third party; or (iii) regarding Customer's use of the Services in violation of the Acceptable Use Policy.

14.2 By Google. Google will indemnify, defend, and hold harmless Customer from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of a third party claim that Google's technology used to provide the Services or any Google Brand Feature infringe or misappropriate any patent, copyright, trade secret or trademark of such third party. Notwithstanding the foregoing, in no event shall Google have any obligations or liability under this Section arising from: (I) use of any Services or Google Brand Features in a modified form or in combination with materials not furnished by Google, and (ii) any content, information or data provided by Customer, End Users or other third parties.

14.3 Possible Infringement.

a. Repair, Replace, or Modify. If Google reasonably believes the Services infringe a third party's Intellectual Property Rights, then Google will: (a) obtain the right for Customer, at Google's expense, to continue using the Services; (b) provide a non-infringing functionally equivalent replacement; or (c) modify the Services so that they no longer infringe.

a. Suspension or Termination. If Google does not believe the foregoing options are commercially reasonable, then Google may suspend or terminate Customer's use of the impacted Services. If Google terminates the impacted Services, then Google will notify Customer or Reseller, or both. Notwithstanding the foregoing, Google's rights set forth in this section shall be subject to the Government's right to require continued performance under the authorization and consent provisions of 28 USC 1498. Should the Government require continued performance, the Government agrees that it will not seek indemnification from Google for the infringement.

14.4 General. The party seeking indemnification will promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnifying party has full control and authority over the defense, except that: (a) any settlement requiring the party seeking indemnification to admit liability or to pay any money will require that party's prior written consent, such consent not to be unreasonably withheld or delayed; and (b) the other party may join in the defense with its own counsel at its own expense. THE INDEMNITIES ABOVE ARE A PARTY'S ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION BY THE OTHER PARTY OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

14.5 Federal. Notwithstanding the foregoing, if Customer is a federal government entity: (I) Section 14.1 shall not apply; (ii) Google's defense obligation set forth in Section 14.2 shall not apply; and (iii) Customer's obligation to provide full control and authority over the defense in Section 14.4 shall not apply. In any event, whether a Federal or commercial customer, Section 14.2 shall remain subject to the limit set forth in Section 15.2.

15. Limitation of Liability.

15.1 Limitation on Indirect Liability. NEITHER PARTY WILL BE LIABLE UNDER THIS AGREEMENT FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.

15.2 Limitation on Amount of Liability. NEITHER PARTY MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AMOUNT PAID BY CUSTOMER TO RESELLER FOR THE SERVICES DURING THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

15.3 Exceptions to Limitations. These limitations of liability apply to the fullest extent permitted by applicable law but do not apply to breaches of confidentiality obligations, violations of a party's Intellectual Property Rights by the other party, or indemnification obligations.

16. Miscellaneous.

16.1 Notices. Unless specified otherwise herein, (a) all notices must be in writing and addressed to the attention of the other party's legal department and primary point of contact and (b)notice will be deemed given: (I) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (ii) when verified by automated receipt or electronic logs if sent by facsimile or email.

16.2 Assignment. Neither party may assign or transfer any part of this Agreement without the written consent of the other party. Any assignment must be in the form of a novation agreement as set forth in FAR subpart 42.12.

16.3 Change of Control. Upon a change of control (for example, through a stock purchase or sale, merger, or other form of corporate transaction): (a) the party experiencing the change of control will provide written notice to the other party within thirty days after the change of control; and (b) the other party may immediately terminate this Agreement any time between the change of control and thirty days after it receives the written notice in subsection (a).

16.4 Force Majeure. Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the party's reasonable control.

16.5 No Waiver. Failure to enforce any provision of this Agreement will not constitute a waiver.

16.6 Severability. If any provision of this Agreement is found unenforceable, the balance of the Agreement will remain in full force and effect.

16.7 No Agency. The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture.

16.8 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

16.9 Equitable Relief. Nothing in this Agreement will limit either party's ability to seek equitable relief.

16.10 Governing Law.

a. For State and City Government Entities. If Customer is a city or state government entity, then the parties agree to remain silent regarding governing law and venue.

b. For Federal Government Entities. If Customer is a federal government entity, then the following applies: This Agreement will be governed by and interpreted and enforced in accordance with the laws of the United States of America without reference to conflict of laws. Solely to the extent permitted by federal law: (I) the laws of the State of California (excluding California's choice of law rules) will apply in the absence of applicable federal law; and (ii) FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SANTA CLARA COUNTY, CALIFORNIA.

c. For All Other Entities. If Customer is any entity not set forth in Section 16.10(a) or (b) then the following applies: This Agreement is governed by California law, excluding that state's choice of law rules. FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN SANTA CLARA COUNTY, CALIFORNIA.

16.11 Amendments. Any amendment must be in writing and expressly state that it is amending this Agreement.

16.12 Survival. The following sections will survive expiration or termination of this Agreement: Section 7, 8.1, 13, 14, 15 and 16.

16.13 Entire Agreement. This Agreement, and all documents referenced herein, is the parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject. If Customer is presented with a similar agreement on the same subject matter upon its log in to use the Services, this Agreement supersedes and replaces that agreement. The terms located at a URL and referenced in this Agreement are hereby incorporated by this reference.

16.14 Interpretation of Conflicting Terms. If there is a conflict between the documents that make up this Agreement, the documents will control in the following order: First this Agreement, followed by the terms located at any URL.

16.15 Counterparts. The parties may enter into this Agreement in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

17. Google Apps Core Services. If Customer purchases the Google Apps Core Services, then the following terms will apply only to such Services:

17.1 Ads. The default setting for the Services is one that does not allow Google to serve Ads. Customer or Reseller may change this setting in the Admin Console, which constitutes Customer's authorization for Google to serve Ads. If Customer or Reseller enables the serving of Ads, it may revert to the default setting at any time and Google will cease serving Ads.

17.2 Aliases. Customer is solely responsible for monitoring, responding to, and otherwise processing emails sent to the "abuse" and "postmaster" aliases for Customer Domain Names but Google may monitor emails sent to these aliases for Customer Domain Names to allow Google to identify Services abuse.

18. Google Apps – Postini Services. If Customer purchases Google Apps – Postini Services, then the following terms will apply only to such services:

18.1 Account for Each End User. Customer will establish an email account in Google's identity management systems for each End User for which Customer will be routing email and/or archiving email, if any, through the Services.

18.2 Google Message Encryption Limitations. Unless Google agrees otherwise in writing, Customer may only purchase Google Message Encryption if Customer is also purchasing Google Message Security or Google Message Discovery. Google Message Encryption Services are for use with normal business messaging traffic only and may not be used for any other purpose, including use of such services with machine generated message encryption and delivery.

18.3 Archived Messages. If the Services contain archiving functionality: (a) Google will retain the Customer emails subject to the Services for up to the period contained in the name of the Services; but only if (b) Customer renews the applicable Services for each year of the retention period. Customer's failure to renew the applicable Services during the retention period will terminate Google's obligation to retain Customer's corresponding emails and indexes.

18.4 Google Message Filtering; Internet Service Providers. If Customer is an Internet service provider purchasing Google Message Filtering, then Customer may provision these Services to, and acquire compensation from, its End Users, but only if: (a) Customer remains solely liable for all Customer obligations under the Agreement; and (b) the End Users are limited to: (I) its individual consumer customers; and (ii) those entities for whom Customer hosts and manages email services, on either its or Google's systems.

19. Definitions.

"Acceptable Use Policy" means the acceptable use policy for the Services available at http://www.google.com/a/help/intl/en/admins/use_policy.html or such other URL as Google may provide.

"Admin Account(s)" means the administrative account(s) provided to Customer by Google, or to Reseller by Customer, for the purpose of administering the Services. The use of the Admin Account(s) requires a password, which Google will provide to Customer or Reseller.

"Admin Console" means the online tool provided by Google to Customer for use in reporting and certain other administration functions.

"Administrators" mean the Customer-designated technical personnel who administer the Services to End Users on Customer's behalf.

"Ads" means online advertisements displayed by Google to End Users.

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a party.

"Brand Features" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.

"Confidential Information" means information disclosed by a party to the other party under this Agreement that is marked as confidential or would normally be considered confidential under the circumstances. Customer Data is Customer's Confidential Information.

"Core Content" means the following subsets of Customer Data with respect to these individual components of the Services:

- Gmail: messages and attachments;
- Google Calendar: events and descriptions of events;
- Google Contacts: content of the address book;

- Google Docs: content authored by the owner or collaborators of the doc, not including content hosted on (I) other Google products not referenced in Core Content or (ii) other third party websites;
- Google Groups: message and message search archive;
- Google Sites: content authored by the owners or collaborators of the site; not including content hosted on (I) other Google products not referenced in Core Content or (ii) other third party websites;
- Google Talk: archived "on the record" Talk conversations;
- Google Video: all copies and formats of video content, in addition to thumbnails, titles, descriptions and captions.

"Customer Data" means data, including email, provided, generated, transmitted or displayed via the Services by Customer, or Reseller on behalf of Customer.

"Customer Domain Names" mean the domain names owned or controlled by Customer, which will be used in connection with the Services.

"Domain Service" means a service provided by Google to Customer purely for Customer's convenience, where Customer may, through a Google-provided interface, register domain names through, or transfer domain names to, Registrar Partners (as defined in the Domain Service Terms).

"Domain Service Terms" means the terms at: http://www.google.com/a/help/intl/en/admins/domain_service_terms.html, or other such URL as may be provided by Google.

"Emergency Security Issue" means either: (a) Customer's use of the Services in violation of the Acceptable Use Policy, which could disrupt: (I) the Services; (ii) other customers' use of the Services; or (iii) the Google network or servers used to provide the Services; or (b) unauthorized third party access to the Services.

"End Users" means the individuals Customer permits to use the Services.

"End User Account" means a Google-hosted account established by Customer through the Services for an End User.

"Export Control Laws" means all applicable export and report control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State.

"Google Apps Core Services" means the following components of the Services: Gmail, Google Calendar, Google Docs, Google Talk, Google Sties, Google Video, as well as the supporting general support system.

"Help Center" means the Google help center accessible at http://www.google.com/support/ or other such URL as Google may provide.

"High Risk Activities" means uses such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as may be amended from time to time, and any regulations issued thereunder.

"Intellectual Property Rights" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

"Non-Google Apps Products" means Google products which are not part of the Services, but which may be accessed by End Users using their End User Account login and password. The Non-Google Apps Products are set forth at the following URL: http://www.google.com/support/a/bin/answer.py?hl=en&answer=181865, or such other URL as Google may provide.

"Non-Google Apps Product Terms" means the terms found at the following URL: http://www.google.com/apps/intl/en/terms/additional_services.html, or such other URL as Google may provide from time to time.

"Notification Email Address" means the email address designated by Customer to receive email notifications from Google. Customer may provide a Reseller email address for this purpose if it so chooses. Customer may change this email address through the Admin Console.

"Reseller" means the Google Apps Reseller Customer is paying to provide access to and use of the Services.

"SDN List" is the US Treasury Department's List of Specially Designated Nationals.

"Service Pages" mean the web pages displaying the Services to End Users.

"Services" means the Google Apps for Government Services provided by Google and used by Customer under this Agreement. The Services are as described here: http://www.google.com/a/help/intl/en/users/user_features.html, or other such URL as Google may provide.

"SLA" means the Service Level Agreement located here: http://www.google.com/apps/intl/en/terms/reseller_sla.html, or such other URL as Google may provide from time to time.

"Suspend" means the immediate disabling of access to the Services, or components of the Services, as applicable, to prevent further use of the Services.

"Term" means the term of the Agreement, which will begin on the Effective Date and continue for as long as Customer is receiving Services from Google, unless terminated earlier pursuant to the Agreement, or pursuant to Customer's agreement with Reseller.

"Third Party Request" means a request from a third party for records relating to an End User's use of the Services. Third Party Requests can be a lawful search warrant, court order, subpoena, other valid legal order, or written consent from the End User permitting the disclosure.

"TSS" means the technical support services provided by Google to the Administrators during the Term pursuant to the TSS Guidelines.

"TSS Guidelines" means Google's technical support services guidelines then in effect for the Services. TSS Guidelines are at the following URL: http://www.google.com/a/help/intl/en/admins/tssg.html or such other URL as Google may provide.

"URL Terms" means the Acceptable Use Policy, the SLA and the TSS Guidelines.

IN WITNESS WHEREOF, the parties have executed this Agreement by persons duly authorized as of the date signed by Google below.

Google Inc.	Customer: US General Services Administration
By: _____	By: _____
(Authorized Signature)	(Authorized Signature)
_____	_____
(Print Name)	(Print Name)
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit A

Google Apps Acceptable Use Policy

Use of the Services is subject to this acceptable use policy ("AUP").

If not defined here, capitalized terms have the meaning stated in the applicable contract ("Agreement") between customer, reseller or other authorized user ("You") and Google.

You agree not to, and not to allow third parties or Your End Users, to use the Services:

- to generate or facilitate unsolicited bulk commercial email;
- to violate, or encourage the violation of, the legal rights of others;
- for any unlawful, invasive, infringing, defamatory, or fraudulent purpose;
- to intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature;
- to interfere with the use of the Services, or the equipment used to provide the Services, by customers, authorized resellers, or other authorized users;
- to alter, disable, interfere with or circumvent any aspect of the Services;
- to test or reverse-engineer the Services in order to find limitations, vulnerabilities or evade filtering capabilities;
- to use the Services, or a component of the Services, in a manner not authorized by Google

Your failure to comply with the AUP may result in suspension or termination, or both, of the Services pursuant to the Agreement.

Exhibit B

Service Level Agreement: Message and Collaboration Services

Google Apps SLA. During the Term of the applicable Google Apps Agreement (the "Agreement"), the Google Apps Covered Services web interface will be operational and available to Customer at least 99.9% of the time in any calendar month (the "Google Apps SLA"). If Google does not meet the Google Apps SLA, and if Customer meets its obligations under this Google Apps SLA, Customer will be eligible to receive the Service Credits described below. This Google Apps SLA states Customer's sole and exclusive remedy for any failure by Google to meet the Google Apps SLA.

Definitions. The following definitions shall apply to the Google Apps SLA.

"Downtime" means, for a domain, if there is more than a five percent user error rate. Downtime is measured based on server side error rate.

"Downtime Period" means, for a domain, a period of ten consecutive minutes of Downtime. Intermittent Downtime for a period of less than ten minutes will not be counted towards any Downtime Periods.

"Google Apps Covered Services" means the Gmail, Google Calendar, Google Talk, Google Docs, Google Groups and Google Sites components of the Service. This does not include the Gmail Labs functionality, Google Apps – Postini Services, Gmail Voice or Video Chat components of the Service.

"Monthly Uptime Percentage" means total number of minutes in a calendar month minus the number of minutes of Downtime suffered from all Downtime Periods in a calendar month, divided by the total number of minutes in a calendar month.

"Scheduled Downtime" means those times where Google notifies Customer of periods of Downtime at least five days prior to the commencement of such Downtime. There will be no more than twelve hours of Scheduled Downtime per calendar year. Scheduled Downtime is not considered Downtime for purposes of this Google Apps SLA, and will not be counted towards any Downtime Periods.

"Service" means the Google Apps Premier Edition service, Google Apps Partner Edition service or Google Apps Edu Edition service (as applicable) provided by Google to Customer under the Agreement.

"Service Credit" means the following:

Monthly Uptime Percentage	Days of Service added to the end of the Service term, at no charge to Customer
< 99.9% - ≥ 99.0%	3
< 99.0% - ≥ 95.0%	7
< 95.0%	15

Customer Must Request Service Credit. In order to receive any of the Service Credits described above, Customer must notify Google within thirty days from the time Customer becomes eligible to receive a Service Credit. Failure to comply with this requirement will forfeit Customer's right to receive a Service Credit.

Maximum Service Credit. The aggregate maximum number of Service Credits to be issued by Google to Customer for any and all Downtime Periods that occur in a single calendar month shall not exceed fifteen days of Service added to the end of Customer's term for the Service. Service Credits may not be exchanged for, or converted to, monetary amounts.

Google Apps SLA Exclusions. The Google Apps SLA does not apply to any services that expressly exclude this Google Apps SLA (as stated in the documentation for such services) or any performance issues: (I) caused by factors described in the "Force Majeure" section of the Agreement; or (ii) that resulted from Customer's equipment or third party equipment, or both (not within the primary control of Google).

Service Level Agreement: Security and Compliance Services

During the Term of the Google Apps – Security and Compliance Agreement or Google Apps Enterprise Agreement (as applicable, the "Agreement"), Google shall provide the following Service Level Agreements (each an "SLA"). The following provisions shall apply to each SLA:

1. **Force Majeure**. In no event shall Customer have any remedies under any SLA in connection with any circumstance addressed in the "Force Majeure" section of the Agreement.

2. **Reporting Process**. Customer must inform Google's Customer Support Department in writing or by email within 10 business days of the time it first believes that it is eligible to receive a remedy under any one of the SLAs set forth below. Customer must also provide to Google a live copy of the applicable email with the original Google headers (complete and untampered with) for analysis. If a dispute arises with respect to any SLA, Google shall make a determination in good faith based on its system logs, monitoring reports, configuration records, and other available information, which Google shall make available for auditing by Customer at Customer's request. Failure to comply with these reporting requirements will forfeit Customer's right to receive a remedy in connection with an SLA.

3. **Remedy Cap**. In any given month, Customer shall in no event be entitled to receive more than 100% of its monthly fee for the Email Processing Services pursuant to these SLAs. The "Email Processing Services" means the portion of the Google Apps – Postini Services (or Google Apps – Security and Compliance Services, if applicable) designed to process, filter and deliver email to Customer servers. For clarity, Customer's Email Processing Services fee for a given month shall equal, as may be applicable, either (I) 100% of the Google Message Filtering fee for that month, (ii) 100% of the Email Security for Service Providers fee for that month, (iii) 100% of the Google Message Security fee for that month or (iv) 33% of the Google Message Discovery fee for that month.

99.999% Email Processing Availability

1. **Service Level Agreement**. The Email Processing Services shall be operational at least 99.999% of the time in any given month during the Term of the Agreement. The "Operational Percentage" means the percentage of the total time during any given month that the Email Processing Services are not subject to an Outage. An outage ("Outage") means that Google fails to apply filtering in accordance with Customer's configuration selection. Outage does not include service suspension (I) for reasons described in the "Force Majeure" section of the Agreement or (ii) during times of maintenance (as described below in this SLA).

2. **Remedy**. If the Operational Percentage is less than 99.999%, and if Customer has fulfilled all of its obligations under the Agreement and this SLA, Customer shall have the following sole and exclusive remedy: Google will provide Customer with a pro rata credit on Customer's Email Processing Services fee for the month in which the Outage occurred as set forth in the table below:

Operational Percentage	Portion of Monthly Email Processing Services Fee Credit
< 99.999% - ≥ 99.9%	20%
< 99.9% - ≥ 99.0%	40%
< 99.0%	100%

If Customer experiences 1 or more Outages in each of 3 consecutive calendar months and/or 3 or more Outages in any period of 30 consecutive days, Customer may terminate the Agreement solely with respect to the Google Apps – Postini Services (or may terminate the Google Apps – Security and Compliance Agreement, as applicable) with 30 days' written notice.

3. **Maintenance**. To ensure optimal performance of the Services, Google reserves the right to perform unscheduled emergency maintenance at any time. Additionally, Google reserves the right to perform scheduled maintenance that is designed not to impact the Services at any time. Google will make all reasonable attempts to schedule maintenance events that are expected to have an impact on the Services between 10:00 p.m. Pacific Time on Fridays and 12:00 p.m. Pacific Time on Sundays.

100% Anti-Virus Filtering

1. **Service Level Agreement**. The Email Processing Services will detect and stop 100% of all Viruses (as defined below) propagated by an inbound email to Customer that is subject to the Email Processing Services from creating an Infection (as defined below) of Customer's systems. For purposes of this SLA, an "Infection" of Customer's systems shall be deemed to occur if an inbound email to Customer that is subject to the Email Processing Services is delivered with a Virus. For purposes of this SLA, a "Virus" is a binary or executable code whose purpose is to gather information from the infected host (such as Trojans), change or destroy data on the infected host, use inordinate system resources in the form of memory, disk space, network bandwidth or CPU cycles on the infected host, use the infected host to replicate itself to other hosts, or provide control or access to any of the infected host's
system resources. For the avoidance of doubt, a Virus does not include: (I) text messages that use fraudulent claims to deceive the Customer and/or prompt the Customer to action (such as phishing); (ii) a binary or executable code installed or run by the End

User that gathers information for sales and marketing purposes (such as spyware); (iii) a virus that has been detected and has been cleaned by other virus scanning products or (iv) an ineffective or inactive virus contained in a bounced email.

2. **Conditions**. The following conditions must be satisfied by Customer to be eligible to receive the remedy specified in this SLA:

a. Customer must have enabled full virus protection for all users to be eligible to receive the remedy. Customer's administrative settings must be configured with the maximum Anti-Virus protection for all organizations in Customer account, including, if configurable,

- Virus Filtering: Message Fragment Blocking and Non Account Virus Blocking;
- Connection Manager: Virus Outbreak configuration set to "Very High"; and
- Either 1) Early Detection Quarantine; 2) Attachment Manager configured to bounce or quarantine all System Threats or 3) Attachment Manager configured with scanning inside compressed files and binary scanning enabled, the System Threats categories of Executables and Encrypted Compressed files set to bounce or quarantine.

Use of Google's "Message Header Tagging" feature will result in Customer forfeiting its right to receive a remedy.

b. A Virus must pass through the filtering technology of the Email Processing Services and be received by one of the Customer's End Users to qualify for the remedy set forth below. Messages infected with a Virus that are quarantined by the Email Processing Services, but are subsequently delivered to the End User or Administrator by such End User or Administrator, are not covered by this SLA. Messages containing attachments that are password protected, encrypted or otherwise under the End User's control are not covered by this SLA. Any action by an End User or Administrator of the Customer that results in deliberate self-infection will result in Customer forfeiting its right to receive a remedy.

3. **Remedy**. If Customer experiences 1 or more Infections in a calendar month, and if Customer has fulfilled all of its obligations under the Agreement and this SLA, Customer shall have the following sole and exclusive remedy: Google shall credit Customer in an **amount** equal to 100% of the monthly charge for its Anti-Virus protection services (which is currently equal to 33% of the monthly charge for the Email Processing Services). Only 1 claim per calendar month may be made under this SLA. If Customer experiences 3 or more separate Virus Infections in a consecutive 30-day period, Customer may terminate the Agreement solely with respect to the Google Apps – Postini Services (or may terminate the Google Apps – Security and Compliance Agreement, as applicable) with 30 days' written notice.

4. **Exceptions**. In the event that Google detects but does not stop an email infected with a Virus that is filtered by the Email Processing Services, Google will promptly notify the Customer and provide sufficient information to enable the Customer to identify and delete the Virus-infected email. If such a notification results in the prevention of an Infection, Customer shall not be eligible for the remedy set forth in this SLA.

Exhibit C

Google Apps Technical Support Services Guidelines

The following technical support services guidelines ("Guidelines") apply to support services for your Google Apps - Security and Compliance Agreement, Google Apps – Message and Collaboration Agreement, Google Apps Premier Agreement, Postini Services Contract, Google Apps Partner Edition Agreement, and/or Google Apps Education Edition Agreement entered into by and between Google and Customer (as may be applicable, the "Agreement"). Google Apps Message and Collaboration, Premier Edition, Education Edition and Partner Edition Agreement services are collectively referred to in these Guidelines as "Google Apps Services." Google Apps - Security and Compliance Agreement and Postini Services Contract services are referred to in these Guidelines as "Postini Services." Capitalized terms not defined herein have the meaning set forth in the Agreement.

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1. Support Request Submission

1.1 Customer Efforts to Fix Errors. Prior to making a request to Google, Customer will use reasonable efforts to fix any error, bug, malfunction or network connectivity defect without escalation to Google. Thereafter, a Customer Contact may submit a written request for technical support through the online help center or support portal as provided by Google, or by phone.

1.2 Characterization of Requests. Customers designate priority upon submission of Requests. Upon receiving a request from Customer Contact, Google will determine whether the request is a "Service Unusable," "Standard Request" or a "Feature Request" (as defined in Section 7). Any such determination made by Google is final and binding on Customer. Google reserves the right to change Customer's Priority designation if Google believes that Customer's designation is incorrect and will inform Customer of any such change in its response to the support Request. Customer may appeal any such reclassification to Google's Support management for review through any available support channel.

1.3 Procedures for Acknowledgement and Resolution of Requests. When making a Request, Customer will provide requested diagnostic information including but not limited to: (I) describing the problem, the configuration, and Customer's network; (ii) providing relevant data; and (iii) communicating further via email or telephone to answer questions and assist Google Support Personnel as appropriate.

1.4 Request Acknowledgement. Google may respond to a Request by acknowledging receipt of the Request. Customer acknowledges and understands that Google may be unable to provide answers to, or resolve all, Requests.

1.5 Feature Requests. If Google deems a Request as a Feature Request, Google will log such Request for consideration to add to a future update or release of the Services and will consider the matter closed. Google is under no obligation to respond to or resolve any Feature Request or to include any such Feature Request in any future update or release.

2. Accessing Support

2.1 Google Help Center. Customer's End Users of the Google Apps Services are provided support solely through the Google.com Help Center, which is accessible at http://www.google.com/support/ or such URL as Google may provide. Customer is responsible for responding to any questions and complaints by End Users or other third parties relating to Customer's or its End Users' use of the Services, with such support services to be provided at Customer's own expense.

2.2 Support Hours and Target Initial Response Times. Google will provide access to help center and phone support for customers on a 24 x 7 basis. P1 Priority Support Requests are responded to with a target initial response time of one hour and are responded to 24 x 7. If contact is made for a P1 Priority Support Request on a weekend or applicable holiday, a phone call is needed to trigger a return support response. P2, P3 & P4 Priority Support Requests are responded to during business hours of the location to which the Requests are assigned. P2 Priority Support Requests will be responded to with an initial target response time of 1 business day or less.

2.3 Customer ID and PIN may be Required to Access Support. For Google Apps Services, Customer will obtain a Customer PIN and Support PIN in the Admin Console in order to enable Customer to receive support from Google. Customer may be required to provide current Customer PIN and Support PIN in order to access support. If Customer is unable to provide both current Customer PIN and Support PIN when prompted, Customer will only be able to access the online help center and post a question to its online help forum, until such time as the Customer PIN and Support PIN are restored. The Customer PIN and Support PIN are updated periodically and are only available in the Admin Console.

3. General Provisions

3.1 Updates to Guidelines. Google may update these Guidelines from time to time but any update will not have a material adverse effect on Customer.

3.2 Maintenance. To ensure optimal performance of the Services, Google performs periodic Maintenance. In most cases, Maintenance will have limited or no negative impact on the availability and functionality of the Services. If Google expects planned Maintenance to negatively affect the availability or functionality of the Services, Google will use commercially reasonable efforts to provide at least seven days' advance notice of the Maintenance. In addition, Google may perform emergency unscheduled Maintenance at any time. If Google expects such emergency unscheduled Maintenance to negatively affect the availability or functionality of the Services, Google will use commercially reasonable efforts to provide advance
notice of such Maintenance. Maintenance notices noted above will be provided via the Apps Status Dashboard, Admin Console and/or Support Portal. In addition, Customers who subscribe may also be able to receive email and/or RSS Feed notifications of Maintenance.

3.3 Language. The parties agree that all support provided by Google to Customer pursuant to these Guidelines will be provided in the English language.

3.4 Term of Support. Google will only provide the support services described in these Guidelines during the term of the Agreement and will have no obligation to provide any support services to Customer after the expiration or termination of such Agreement.

4. Standard Support

All Customers will receive Standard Support which includes the following:

- Automatic product upgrades of the Services
- Maintenance updates of the Services
- Online self-help and training for End Users and Administrators designed to assist Customers with implementation and use of the Services
- Access to support by phone and web
- Status Dashboard providing real-time publicly available status information for the Services

5. Premium Support (additional fees apply)

Premium Support services includes all of the items set forth in Section 4 above as well as assignment by Google of a named TAM to Customer, beginning when Customer starts to use the Services in production. The TAM will act as a point of contact for Customer for planning and escalation purposes, representing Customer to Google for important topics (including Engineering, Product, Management and Support). The TAM will provide relevant information to Customer when available and address inquiries pertaining to the Services in use or planned for use. Google anticipates that for most customers Premium Support will not be necessary after an initial 12-month period, and Google may elect to not renew such support after such period.

6. Express Support and Premier Support Phased Out

The Express Support and Premier Support programs have been phased out. Each Customer who previously purchased Express Support or Premier Support will continue to receive that support for the remainder of its current support term, subject to the terms describing such Express or Premier Support in effect when the Customer last purchased such support. When such current Express or Premier Support term ends, it will not be renewed and will terminate, unless Google agrees otherwise in writing.

7. Glossary of Definitions. For the purpose of these Guidelines, the capitalized terms below will have the following meanings:

7.1 "Customer Contacts" means Administrators designated in the Admin Console.

7.2 "Feature Request" means a Request by a Customer Contact to incorporate a new feature or enhance an existing feature of the Services that is currently not available as part of the existing Services.

7.3 "Google Support Personnel" mean the Google representatives responsible for handling technical support requests.

7.4 "Maintenance" means maintenance work that is performed on hardware or software delivering the Services.

7.5 "Priority" means the level of impact a Request is having on Customer's operations and is used to establish target response times.

- P1: Critical Impact – Service Unusable in Production
- P2: High Impact – Service Use Severely Impaired

- P3: Medium Impact – Service Use Partially Impaired
- P4: Low Impact – Service Fully Usable

7.6 "Request" means a request from Customer to Google Support Personnel for technical support to resolve a question or problem report regarding the Services.

7.7 "Service Unusable" is any situation where Customer is unable to access or use the Services for the majority of its End Users or where Customer's network is not receiving any inbound email (and/or outbound email from the Services). Customer must identify a Request as Service Unusable by designating it as a P1 Priority Support Request.

7.8 "Standard Request" means a Request made by Customer to Google that is not a Service Unusable Request or Feature Request.

7.9 "Standard Support" is defined above in Section 4.

7.10 "Support Incident" means a single request for assistance to resolve one Standard Request.

7.11 "TAM" means a technical account manager.