

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

SPECIAL ITEM NO. 132-32 TERM SOFTWARE LICENSES
SPECIAL ITEM NO. 132-33 PERPETUAL SOFTWARE LICENSES
FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE
SPECIAL ITEM NO. 132-34 MAINTENANCE OF SOFTWARE

SPECIAL ITEM NO. 132-51 INFORMATION TECHNOLOGY PROFESSIONAL SERVICES

IT Systems Development Services (FPDS CODE D302)

IT Systems Analysis Services (FPDS Code D306)

Programming Services (FPDS Code D308)

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performed by the publisher or manufacturer or one of their authorized agents.

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Contract Number: **GS-35F-0136T**

Period Covered by Contract: **11/27/06 to 11/26/11**

General Services Administration
Federal Supply Service

Pricelist current through Refresh/Modification #18, dated 03/15/06.

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage! System. Agencies can browse GSA Advantage! by accessing the Federal Supply Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

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INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

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

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

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

1. Geographic Scope of Contract:

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

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

Offerors are requested to check one of the following boxes:

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

2. Contractor's Ordering Address and Payment Information:

1760 CALIFORNIA AVE STE 201
CORONA, CA 92881-3397

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

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

[\(919\) 654-4534](tel:9196544534)

[\(908\) 595-2145](tel:9085952145)

[\(951\) 520-9855](tel:9515209855)

3. LIABILITY FOR INJURY OR DAMAGE

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

4. Statistical Data for Government Ordering Office Completion of Standard Form 279:

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: 93-092-6162

Block 30: Type of Contractor - B

- A. Small Disadvantaged Business
- B. Other Small Business
- C. Large Business
- G. Other Nonprofit Organization
- L. Foreign Contractor

Block 31: Woman-Owned Small Business - No

Block 36: Contractor's Taxpayer Identification Number (TIN): 22-3643564

4a. CAGE Code: 3XAQ4

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

5. FOB Destination

6. DELIVERY SCHEDULE

a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-32	As negotiated with ordering activity
132-33	As negotiated with ordering activity
132-34	As negotiated with ordering activity
132-51	As negotiated with ordering activity

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

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

- a. Prompt Payment: ½% - 15 days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity: None
- c. Dollar Volume: None
- d. Government Educational Institutions: Same as all other government customers
- e. Other: 5% off CPL rates for all software, licenses and professional services

8. Trade Agreements Act of 1979, as amended:

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

9. Statement Concerning Availability of Export Packing:

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

11. Maximum Order (All dollar amounts are exclusive of any discount for prompt payment.)

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

Special Item Number 132-32 - Term Software Licenses

Special Item Number 132-33 - Perpetual Software Licenses

Special Item Number 132-34 - Maintenance of Software

Special Item Number 132-51 - Information Technology (IT) Professional Services

12. ORDERING PROCEEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

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

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

b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

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

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

13.2 **FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):** Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed

mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

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

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

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as

might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

16. GSA Advantage!

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

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

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.fss.gsa.gov/>.

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, only if-

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

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

20. BLANKET PURCHASE AGREEMENTS (BPAs)

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

21. CONTRACTOR TEAM ARRANGEMENTS

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

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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

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

23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:

Section 508 compliance is built into our server products.
The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

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

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

(b) The following statement:

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

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

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

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

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

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

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

26. SOFTWARE INTEROPERABILITY.

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

27. ADVANCE PAYMENTS

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

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

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. GUARANTEE/WARRANTY

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

The following is ThinSpring's standard Software License Agreement. Our guarantees and warranties are included in Article V of this document.

THINSPRING SOFTWARE LICENSE AGREEMENT

This Software License Agreement (together with the Schedules, the "Agreement") made as of the __ day of ____ 200_ (the "Effective Date") by and between MojoCommerce LLC, d.b.a. ThinSpring having an office at 991 U.S. Highway 22, Bridgewater, NJ 08807 ("ThinSpring") <client>, a <state> corporation with offices <address> ("Customer").

WHEREAS, ThinSpring has the right to license the computer software programs listed on Schedule 1 (the "Software"); and

WHEREAS, Customer wishes to license the Software on the terms set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual representations, warranties, covenants and agreements contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1. Defined Terms. The following capitalized terms shall have the respective meanings given them below:

"Affiliate" of any Person shall mean any other Person which directly or indirectly controls, is controlled by or is under common control with, such Person. The term "control" (including its correlative meanings "controlled by" and "under common control with") means possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person (whether through ownership of securities or

partnership or other ownership interests, by contract or otherwise).

"Confidential Information" shall mean any and all business and technical information of a party disclosed to, or otherwise acquired or observed by, the other party, whether communicated in writing, orally, electronically or in any other form, including, but not limited to, the terms and conditions of this Agreement, either party's software, documentation, source code, information pertaining to trade secrets, proprietary financial information, systems architecture, formulae, raw materials used and wastes generated, emissions, environmental, health and safety matters, personnel, work conditions, regulatory affairs, inventories, discoveries, inventions, trademarks,

manufacturing, packaging, distribution, suppliers, sales methods, sales, marketing efforts or strategies, and the correspondence and discussions relating thereto, except Confidential Information does not include any information which (1) becomes generally available to the public through no fault of the receiving party, (2) was independently developed by the receiving party without access to the disclosing party's Confidential Information or (3) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party; provided that such source is not prohibited from transferring the information to the receiving party by a contractual, legal or fiduciary obligation.

"Customer Data" includes, but is not limited to Customer's users, data, files, input and output materials, and reports emanating from the use of the Software ("Customer Data") and shall be considered Confidential Information,

"Governmental Authority" shall mean any Federal, state, local or foreign governmental authority, agency, court, regulatory commission or other governmental body.

"Person" shall mean any individual, firm, corporation, unincorporated association, partnership, limited liability company, trust, Governmental Authority or other entity.

"Schedule" shall mean any Schedule to this Agreement identified as such.

"Site(s)" shall mean Customer's location(s) specified in Schedule 1.

"Software" shall mean software that is to be delivered by ThinSpring to the Customer's site(s).

"User" shall mean each employee or contractor of Customer who the Customer has authorized for non-concurrent use the Software in accordance with the terms of this Agreement.

Section 1.2 Rules of Construction. All defined terms contained herein apply equally to both the singular and plural forms of such terms. Whenever the context may require, any pronoun shall have the corresponding masculine, feminine and neuter forms. Headings of Articles and Sections have been inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. In the event of any conflict in interpretation between this Agreement and any Schedule, the provisions of this Agreement shall control. This Agreement has been jointly prepared and shall not be strictly construed against either party.

ARTICLE II

TERMS OF LICENSE AND SERVICES

Section 2.1. Grant of License; No Ownership. ThinSpring grants to Customer, in accordance with the terms of this Agreement, a non-exclusive, non-transferable, perpetual, fully paid up license, without right of sub-license, to load the Software onto one (1) server in the Site(s) and Customer will only permit authorized Users to use the Software on a computer located within the Site(s) (the "License"). The perpetual term of the license granted herein is not contingent upon Customer's renewal of support and maintenance. Customer acknowledges that (a) the Software is Confidential Information of ThinSpring, (b) all rights and title in and to the Software vest with ThinSpring[and/or ThinSpring's third party licensors] and Customer has no ownership right in the Software, any portion thereof, or any other Confidential Information of ThinSpring, and (c) Customer's right to use the Software is limited to the terms and conditions of the License.

Section 2.2. Permitted Users; Termination of Employment. Customer agrees that the use of the Software pursuant to the License is limited to the number of Users set forth on Schedule 1. Customer further agrees that, if a User's employment is terminated, it shall cause such User to return to Customer all documents and electronic media containing ThinSpring's Confidential Information, including all copies. If Customer discontinues use of the Software on specific personal computers, site(s) or by a specific User, and desires to continue use of that Software at another Customer site(s), by another User or on another personal computer of Customer, it may do so provided the use limitations set out in this Agreement have not been exceeded.

Section 2.3. No Replication of Software or Access to Source Code. Customer shall not copy or replicate the Software except for backup and archival purposes. Customer agrees not to remove any proprietary legend or notice of any Person from any copy of the Software. Neither this Agreement nor any other relationship or course of dealing grants Customer any right to access or use any source code of the Software. The Customer shall not attempt to replicate, in part or in whole, the Software nor shall the Customer permit any third party to (i) create or attempt to create the source programs or object programs of the Software or (ii) reverse engineer, decompile, disassemble, translate or convert any computer program embodied in the Software to human readable (source code) form.

Section 2.4. Addition of Affiliates. In the event any Affiliate of Customer wishes to receive Services (as defined below), license the Software, such Affiliate shall execute and deliver a separate Schedule 2 to this Agreement in the form annexed hereto setting forth the corporate name of the Affiliate, the Software to be licensed by such Affiliate, the Site(s) within which the Software will be loaded, the number of such Affiliate's Users, the applicable License Fees (as defined below) and/or the applicable Service Fees (as defined below). Customer shall be liable for the actions of such Affiliates of the Customer.

Section 2.5 Maintenance. ThinSpring shall perform the software upgrades and support (the "Maintenance") specified in The Maintenance Agreement. If Customer requests any additional work outside of the Maintenance Agreement, the parties will negotiate in good faith and agree on pricing and timelines for such additional work.

Section 2.6 Services. ThinSpring shall perform the services specified in The Statement of Work contained in Schedule 3. If Customer requests any additional work outside of the Statement of Work Agreement, the parties will negotiate in good faith and agree on pricing and timelines for such additional work.

ARTICLE III FEES AND TAXES

Section 3.1. License Fees. Customer shall pay a per seat license for the number of Users and in the amounts specified in Schedule 1. In the event the number of Users exceeds the number of Users set forth in Schedule 1, Customer shall also pay to ThinSpring an additional per User license fee as set forth in Schedule 2. List Purchase User license fees may be increased by ThinSpring on a yearly basis. ThinSpring will provide Customer of such increases upon sixty (60) days prior written notice. Annual List User License Fee increases shall not exceed 10%.

Section 3.2. Maintenance Fees. Customer shall pay the fees specified in Schedule 1 for annual software maintenance provided by ThinSpring. Maintenance fees include future upgrades to the software and software support described in the Maintenance Agreement. Annual Maintenance fees may be increased by ThinSpring on a yearly basis upon sixty (60) days prior written notice to Customer and such increase shall commence on each anniversary of the Effective Date. Annual Maintenance Fee increases shall not exceed 10%.

Section 3.3. Service Fees. Customer shall pay a non-refundable flat fee for all services specified in Schedule 1. Service related activities are time variable and will be based on the accumulative number of days required to execute the service.

- (a) Charges for ThinSpring service personnel are \$1,400 per day.
- (b) Charges for ThinSpring Installation personnel's Travel expenses will be limited an amount equal to the actual expenses incurred.
- (c) If ThinSpring Training personnel are required to travel to/from the Customer's site(s)/location and any one leg of that travel exceeds 6000 miles ThinSpring Training personnel are authorized to travel common carrier Business Class.

Section 3.4. Payment Terms. All payments due to ThinSpring hereunder are to be paid in U.S. dollars and are due within forty-five (30) days from the receipt of the applicable invoice.

Section 3.5. Taxes. All amounts due to ThinSpring hereunder are net of all taxes (including withholding taxes), assessments, charges and levies of any Governmental Authority, all of which are the sole obligation of Customer, except for taxes payable on the income of ThinSpring. ThinSpring also acknowledges that it is the sole obligation of Customer of any/all International Taxes that may apply as they may apply to the interaction of U.S. and foreign taxation and the impact of any existing tax treaties for products and/or services executed outside of the US. Notwithstanding the foregoing, Customer shall not be liable to ThinSpring or to its personnel for workers' compensation, employers' liability, social security, withholding or any other similar taxes, costs or expenses.

ARTICLE IV

WARRANTIES AND LIMITATIONS ON LIABILITY

Section 4.1. Certain Warranties. ThinSpring represents and warrants to Customer that:

(a) **ThinSpring has the right to grant the License.**

(b) **to ThinSpring's knowledge, the Software does not infringe or constitute the misappropriation of any valid US patent, copyright, trade secret, trademark or other proprietary right (collectively, "Proprietary Rights") of any third party.**

(c) **the Software materially conforms to the functional specifications listed on Schedule 4 (the "Product Warranty").**

Section 4.2. Expiration of Certain Warranties. The Product Warranty shall expire thirty (30) days after the date of installation of the Software to the Customer or any Affiliate of Customer, as applicable.

Section 4.3. Misappropriation Claims. ThinSpring agrees to indemnify, defend and hold harmless Customer, from and against any third party claims alleging that the Software infringes or misappropriates a third party's intellectual property rights, including costs and damages for any claim, settlement or awarded against Customer by a court of competent jurisdiction pursuant to a final judgment in favor of the owner of any patent, copyright, or trade secret, as a result of any claim of infringement of any such patent or copyright or misappropriation of any trade secret related to the Software; provided that (1) Customer promptly notifies ThinSpring in writing of such Misappropriation Claim, (2) ThinSpring has sole control of the defense of and all settlement negotiations relating to such Misappropriation Claim, (3) Customer cooperates in the defense of the Misappropriation Claim, and (4) Customer has paid all accrued Fees. In no event shall ThinSpring settle a claim, suit or proceeding that admits fault of Customer or would cause Customer to incur costs, in each case, without the prior written consent of Customer.

Section 4.4. LIMITATIONS ON WARRANTIES.

(a) THE WARRANTIES SET FORTH IN SECTION 4.1 SHALL NOT APPLY TO, AND THINSRING SHALL NOT HAVE ANY LIABILITY TO CUSTOMER WITH REGARD TO, ANY MISAPPROPRIATION OR OTHER CLAIM WHICH IS BASED IN WHOLE OR IN PART ON (1) THE USE OF THE SOFTWARE IN COMBINATION WITH ANY EQUIPMENT, SOFTWARE OR DATA NOT APPROVED FOR USE BY THINSRING; OR (2) A MODIFICATION OR SUPPLEMENT TO THE SOFTWARE MADE BY CUSTOMER OR ANY OTHER PERSON WITHOUT THINSRING'S PRIOR WRITTEN CONSENT. THE EXCLUSIONS LISTED IN THIS SECTION 4.4 APPLY ONLY TO THE EXTENT THAT THE INFRINGEMENT WOULD HAVE BEEN AVOIDED BUT FOR SUCH USE.

(b) WITHIN A REASONABLE TIME FOLLOWING NOTICE OF ANY ALLEGED MISAPPROPRIATION CLAIM, THINSRING SHALL HAVE THE RIGHT, TO (1) OBTAIN FOR CUSTOMER THE RIGHT TO CONTINUE USING THE SOFTWARE IN ACCORDANCE WITH THE TERMS OF THE

LICENSE, (2) MODIFY THE SOFTWARE TO MAKE THE SOFTWARE NON-INFRINGEMENT, WHICH MODIFICATION DOES NOT MATERIALLY ADVERSELY AFFECT THE FUNCTIONALITY OF THE SOFTWARE AND IS PROVIDED FREE OF CHARGE TO CUSTOMER, (3) REPLACE THE SOFTWARE WITH SOFTWARE WHICH IS FUNCTIONALLY EQUIVALENT TO THE SOFTWARE AND IS PROVIDED FREE OF CHARGE TO CUSTOMER OR (4) IF THE RIGHT TO CONTINUE TO USE THE SOFTWARE CANNOT BE PROCURED OR THE SOFTWARE CANNOT BE MODIFIED OR REPLACED, THINSRING MAY TERMINATE CUSTOMER'S RIGHT TO USE THE SOFTWARE, HAVE CUSTOMER REMOVE OR DESTROY SUCH SOFTWARE, AND GRANT CUSTOMER A REFUND ON THAT PORTION OF THE LICENSE FEES PAID BY CUSTOMER OR CUSTOMER'S AFFILIATE FOR SUCH YEAR.

(c) IN THE EVENT OF A BREACH OF ANY OF THE WARRANTY SPECIFIED SECTION 4.1(c) THINSRING SHALL, AND AS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY HEREUNDER, CORRECT SUCH NON-CONFORMITY OR REFUND TO CUSTOMER THE IDENTIFIABLE PORTION OF CUSTOMER'S PAYMENT ON THAT PORTION OF THE LICENSE FEES PAID BY CUSTOMER OR CUSTOMER'S AFFILAITE FOR THE NON-CONFORMING SOFTWARE. THIS REMEDY IS IN LIEU OF ANY OTHER REMEDY AVAILABLE HEREUNDER OR AT LAW OR EQUITY.

Section 4.5. LIMITATIONS ON LIABILITY.

(a) IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER ANY CIRCUMSTANCES FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER (WHETHER ARISING OUT OF CONTRACT, STRICT LIABILITY, OR OTHERWISE) ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY LOST REVENUES OR PROFITS, WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE REASONABLY FORESEEABLE.

(b) EXCEPT FOR THINSRING'S INDEMNIFICATION OBLIGATIONS HEREUNDER NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE PARTIES AGREE THAT NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES UNDER THIS AGREEMENT SHALL NOT EXCEED, UNDER ANY CIRCUMSTANCES, THREE (3) TIMES THE AMOUNT OF FEES PAID BY CUSTOMER OR CUSTOMER'S AFFILIATE, AS THE CASE MAY BE, FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM THAT GAVE RISE TO THE DAMAGES.

ARTICLE V

TERM AND TERMINATION

Section 5.1. Term. The term of this Agreement will commence on the Effective Date and will continue on a yearly basis, unless

terminated in accordance with the provisions of this Article V; provided, this Agreement will automatically renew for an additional year if the Customer pays the upcoming year's License Fees, provided, further, that either party may choose not to renew this Agreement if the party notifies if such intent ninety (90) days prior to the expiration of the then current term.

Section 5.2. Termination for Cause. Either party may terminate this Agreement at any time in the event the other party commits a material default of any of its obligations, which the defaulting party fails to cure within sixty (60) days after receiving written notice of such default from the other party.

Section 5.3. Termination in the Event of Bankruptcy. Either party may terminate this Agreement upon thirty (30) days written notice following (1) the filing of a voluntary or involuntary petition in bankruptcy by or against the other party or (2) the liquidation of the other party.

Section 5.4. Survival. Articles IV, VI and VII and Sections 2.2, 2.3, 3.3, 6.1, and 6.3 shall survive termination of this Agreement.

ARTICLE VI

CONFIDENTIALITY

Section 6.1. Restrictions on Disclosure of Confidential Information. Subject to this Article VI, each party shall maintain in confidence all Confidential Information of the other party and shall not use, copy or disclose any such Confidential Information without the other party's prior written consent. Notwithstanding the foregoing, each party may disclose Confidential Information (1) to its Affiliates and those of its and its Affiliates' directors, officers, employees, independent contractors, accountants and attorneys (collectively "Representatives") who need such information in order to assist or advise such party in the performance of its obligations hereunder provided that disclosure to independent contractors may not be made without the other party's prior written consent, which consent shall not be unreasonably withheld and (2) regarding the terms and conditions of this Agreement to the extent required by applicable law. Each party shall promptly notify the other party if it discovers any unauthorized use, copying or disclosure of the other party's Confidential Information.

Section 6.2. Compelled Disclosure. In the event that a party (including its Representatives) is requested in accordance with applicable law to disclose the other party's Confidential Information, the receiving party agrees to provide the disclosing party with prompt notice of such request so that the disclosing party will have an opportunity to limit or preclude such disclosure. The receiving party agrees to cooperate with the disclosing party, at the disclosing party's expense, in any lawful effort to contest the requirement of such disclosure. In the event that a protective order or other remedy is not obtained, the receiving party may furnish only that portion of the disclosing party's Confidential Information which such party is legally compelled to disclose and will exercise commercially reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information so furnished.

Section 6.3. Confidentiality Obligations after Termination of Agreement. Upon termination of this Agreement, the parties agree that (a) all confidentiality provisions of this Article VI shall survive such termination for a period of 1 year following such

termination for a period of three (3) years following such termination and (b) within thirty (30) days of the termination date, each party shall return or certify in writing the destruction of all documents and electronic media containing the other party's Confidential Information, including all copies.

Section 6.4. The parties shall comply with all provisions of applicable laws and government regulations pertaining to Confidential Information and the privacy and security thereof. ThinSpring will use no less than a 128 bit or triple-DES, AES and SSL encryption standards or other encryption standards that exceed this standard in order to maintain the security of Confidential Information and Customer Data transmissions or data storage when providing services, support and maintenance or using the Software.

ARTICLE VII MISCELLANEOUS

Section 7.1. Notices. All notices under this Agreement must be in writing and may be delivered personally, by overnight courier (e.g., Federal Express), or by certified or registered mail, return receipt requested, addressed to the parties at the respective addresses set forth above. A notice shall be deemed given on the earlier of its date of delivery or the third business day after its date of mailing or transmission. In the case of Customer to the Attention of the Corporate Secretary.

Section 7.2. Relationship of the Parties. ThinSpring and Customer are independent contractors and are not agents, representatives, partners or joint venturers of each other. No party has any right or authority to make any representation or warranty, or create any obligation, on behalf of the other party.

Section 7.3 Amendments and Waivers. Any contrary or additional terms and conditions attached to or part of any purchase order, the software, its packaging, an insert contained with the software, invoices, quotes, or any other ordering documents, shrink-wrap or click-wrap agreements, or technical communications, or similar document related to this Agreement, regardless of whether such document is signed and returned, shall be invalid and non-binding on the parties. This Agreement may not be modified or amended except by a written instrument signed by an authorized representative of each of the parties. Any failure of a party to comply with any obligation contained herein may be waived by the party entitled to the benefit thereof only by a written instrument signed by an authorized representative of the party granting such waiver. No failure on the part of any party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy hereunder preclude any future exercise thereof or the exercise of any other right or remedy.

Section 7.4. Assignment. This Agreement may not be assigned (by operation of law or otherwise) or transferred, in whole or in part, by Customer without the prior written consent of ThinSpring.

Section 7.5. Governing Law; Dispute Resolution. This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey, without regard to its conflict of law principles or the United Nations

Convention on the International Sale of Goods. All disputes arising out of this Agreement shall be exclusively resolved by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding upon the parties and judgment upon the award may be entered in any court having jurisdiction thereof.

Section 7.6. Remedies. Customer acknowledges that money damages may be an insufficient remedy for any breach of Section 2.1, 2.2, 2.3 and Article VI and that any such breach may cause the non-breaching party irreparable harm. Accordingly, each party also agrees that in such event, the non-breaching party in addition to any other remedies at law or in equity they may have, may be entitled, to equitable relief, including injunctive relief and specific performance.

Section 7.7. Entire Agreement; Severability. This Agreement contains the entire agreement and understanding between the parties relating to the subject matter hereof, and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to such subject matter. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If any provision of this Agreement is declared invalid or illegal for any reason, then the remaining provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provision had not been contained herein.

Section 7.8. Export Laws. All ThinSpring exports are subject to the jurisdiction of the US Department of State, Department of Commerce and the Bureau of Industry and Security (BIS), as well as all other applicable US governmental organization/agency. Our software and services: maintenance, support and training, will be exported from the US in accordance with all applicable Federal, State and/or local municipality export laws and regulations as they may apply. This includes criteria pertaining to the re-export or diversion which is contrary to US law. Certain categories of products and technology, as identified by the US Department of Commerce, may require an export license and/or investigation of the ultimate destination and uses to which the product and technology is to be used before being eligible for export. ThinSpring agrees to cooperate with such an investigation to the extent required by US law. Customer shall not directly or indirectly transfer the Software to any destination subject to export restrictions under US law unless such export is permitted under all applicable laws, rules and regulations of any Governmental Authority.

Section 7.9. Marketing/Advertisement. ThinSpring shall not use Customer's name as a reference or publicize Customer as a retained or former customer of ThinSpring in any publicity, news release, advertisement, promotional materials, proposals, customer lists, or other disclosures, written or oral, related to this Agreement without the express written permission of the Customer.

Section 7.10 Ethical Conduct. ThinSpring and its personnel shall adhere to the regulations addressed by the Foreign Corrupt Practices Act (“FCPA”) which applies to business transactions both inside the U.S. and in other countries. FCPA requirements relate to accurate and

complete financial books and records, transactions with foreign government officials and prohibitions from directly or indirectly offering to pay, or authorizing payment to, foreign government officials for the purpose of influencing the acts or decisions of foreign officials. Violation of the FCPA can bring severe penalties and it is mandatory that all ThinSpring employees living or working in a non-U.S. country become familiar with the FCPA and its requirements.

Section 7.11. Non-Solicitation. For a period of two (2) years following the Effective Date, neither party shall directly solicit for hiring and hire any of the other party’s employees who are associated with the performance of Services under this Agreement other than as permitted by this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

THINSPRING:

<client>:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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

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

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number (951) 520-9855 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8:00 a.m. to 5:00 p.m. Pacific Time unless otherwise stated in the Customer’s Maintenance Agreement.

4. SOFTWARE MAINTENANCE

a. Software maintenance service shall include the following:

Below is ThinSpring’s standard Software Maintenance Agreement.

MAINTENANCE AGREEMENT

This MAINTENANCE AGREEMENT (this “Agreement”) is entered into as of the ____ day of _____, 2006 by and between MojoCommerce, LLC, a Delaware corporation, doing business as ThinSpring, having an address at 991 U.S. Highway 22, Suite 200, Bridgewater, NJ 08807 (“ThinSpring”) and <client>, a <State> corporation with offices at <address> 26504 (“Customer”).

WHEREAS, Customer has executed a Software License Agreement with ThinSpring to use certain software defined therein; and

WHEREAS, Customer desires to obtain, and ThinSpring desires to provide, maintenance and continuing support for the Software, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ThinSpring and Customer hereby agree as follows.

CERTAIN DEFINITIONS

For the purpose of this Agreement, the following capitalized terms shall have the following meanings:

- Capitalized and/or Bolded Terms. Any capitalized and/or bolded terms that are not defined in this Agreement shall have the same meaning attributed to them in the License Agreement.
- Customer means the Customer ordering ThinSpring Technical Support Services and is represented by the Authorized Contact(s).
- Errors means any bugs, errors or defects contained in or affecting the Software, Documentation or any Software Updates (as defined below).
- Queries means any questions, issues or requests regarding the Software, Documentation or any Software Updates that are submitted by Customer to ThinSpring pursuant to this Agreement.
- Response Times shall mean the time between the Customer contacting ThinSpring to request technical support and the time ThinSpring responds to such request. Response Times are measured in ThinSpring business hours.
- Software Updates means any enhancement, additions, upgrades, or modifications in or to the Software or Documentation generally made commercially available to ThinSpring's Customers, including but not limited to any new releases and versions of the Software or Documentation, and patches, corrections and fixes for any Errors.

TERM

This Agreement shall become effective upon the date first written above (the "Effective Date") and shall remain in full force and effect for one (1) year, unless earlier terminated pursuant to Section 12 of this Agreement (the "Initial Term"). Thereafter, this Agreement may be renewed for additional periods of one (1) year by mutual agreement of the parties.

GENERAL MAINTENANCE SERVICES

Subject to the terms and conditions of this Agreement, during the Initial Term and any renewal thereof, THINSPRING will do the following:

- Error Fix Response Schedule. Use its best efforts to respond to Customer regarding any reported Errors in accordance with the schedule set forth on Exhibit A hereto.
- Telephone Support. Provide Customer with telephone access to ThinSpring's customer service representatives for submitting Queries and reporting Errors during the hours elected in Exhibit B.
- Software Updates. Provide Customer with Software Updates as and when they become generally commercially available (subject to payment by Customer of any costs and charges therefor).
- Other Support. ThinSpring shall provide Customer with such other support as the parties may specify in Exhibit B to this Agreement.

SERVICE HOURS

Unless otherwise provided in this Agreement or agreed upon by the parties in writing, all maintenance services to be provided by THINSPRING under this Agreement will be provided during the hours specified in Exhibit B to this Agreement. If Customer requests maintenance services beyond such hours, ThinSpring shall charge its then applicable rates.

SUPPORT SERVICES

Support services are provided by two (2) methods: 1) Remote or off-site, 2) On-Site at the Customer's Location(s). The primary method of support services is remote (off-site) support services. Remote Services refers to the Customer granting ThinSpring Services personnel temporary remote access to the server environment(s) that the XML Sage Application software and/or its other required software components reside. (See Section 9 Maintenance Fees and Section 10 Support Services Fees)

PERSONAL ACCOUNT MANAGEMENT

ThinSpring will designate a Customer Service account manager to represent Customer, who will coordinate with ThinSpring's maintenance/customer service personnel to ensure a prompt response to Queries submitted by Customer and prompt resolution of Errors reported by Customer.

SERVICES NOT COVERED

Notwithstanding any provisions to the contrary contained herein, it is understood by the parties that the following services are not covered by this Agreement and may be provided by ThinSpring only pursuant to a separate agreement between the parties:

- maintenance and repair, or supervision thereof, of any equipment and facilities external to the Software or any Software Updates;
- repair of any damage in or to the Software or any Software Updates that results from static discharge, outage, interruption, surge or malfunction of external and/or internal electrical power, failure and/or malfunction of air conditioning and/or heating system, water damage, damage associated with or caused by the introduction of water, fire damage, smoke damage, burglary, theft, vandalism, civil commotion or war;
- correction of any Errors that result from Customer's unauthorized use of or modifications to the Software or any Software Updates;
- correction of any Errors that result from Customer's use of any computer software not covered by this Agreement or any hardware that is not a Designated Unit; and
- correction of any Errors that result from virus infection.
- Training in use, implementation, configuration or other matters relating to the Software; provided that THINSPRING will provide training to Customer's employees regarding the installation as is appropriate based on the type and uniqueness of the installation, configuration and operation of the Software and any Software Updates.

SOFTWARE UPDATES

NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT, IN THE EVENT THAT CUSTOMER DOES NOT INSTALL OR IMPLEMENT (OR HAVE INSTALLED OR IMPLEMENTED), ANY SOFTWARE UPDATES PROVIDED BY THINSPRING WITHIN THIRTY (30) DAYS OF THE DATE SUCH SOFTWARE UPDATES ARE AVAILABLE, THINSPRING SHALL HAVE THE RIGHT TO DEFER, SUSPEND OR DISCONTINUE THE MAINTENANCE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT.

MAINTENANCE FEE

During the Initial Term, Customer shall pay the amount set forth in Exhibit B (the "Maintenance Fee") each year to ThinSpring for the maintenance services provided under this Agreement. The Maintenance Fee for the first year of the Initial Term shall be paid by Customer on the date Customer executes this Agreement. Thereafter, Customer shall pay the Maintenance Fee for each year prior to the last day of the anniversary date executed in this Agreement. Annual Maintenance fees may be increased by ThinSpring on a yearly basis upon sixty (60) days prior written notice to Customer and such increase shall commence on each anniversary of the Effective Date. Annual Maintenance Fee increases shall not exceed 10%.

SUPPORT SERVICE FEES

Support services that are provided for by the "Maintenance Fees", as described in Sections 3, 4 and 5 are for remote (off-site) support services only. Remote Services refers to the Customer granting ThinSpring Services personnel temporary remote access to the server environment(s) that the XML Sage Application software and/or its other required software components reside. The method used to provide temporary remote access is at the discretion of the Customer. If remote services can not be provided to the Customer by ThinSpring Services personnel due to Company/Corporate Policies, Rules, and/or Procedures that prohibit the granting of temporary remote access to a server/application environment that resides behind the Customer's Firewall, the Customer will be held accountable for all ThinSpring travel related expenses incurred while traveling to/from the Customer's site(s). The Customer will also pay "Time" related charges while ThinSpring personnel are traveling to/from the Customer's site(s). The Customer will also pay "Time" related charges for ThinSpring personnel while on-site at the Customer's site(s).

CUSTOMER RESPONSIBILITIES

During the Initial Term and any renewal thereof, Customer shall have the following responsibilities:

- Customer must have executed a License Agreement with ThinSpring to use the Software;
- Customer shall promptly install and implement, or have installed and implemented, at its own expense, any Software Updates provided by ThinSpring;
- Upon occurrence or discovery of any Errors, Customer shall promptly report same in detail to THINSPRING and shall, in its report, classify the Errors based on the criteria indicated on Exhibit B hereto;
- Customer shall provide ThinSpring with the following:
 - **access to computer(s) on which the Software and any Software Updates is installed;**
 - **adequate working space and facilities (if Customer requests/requires on-site maintenance at its site(s)); and**
 - **access to all information that is necessary to the maintenance of the Software and any Software Updates, including without limitation information in sufficient detail to enable THINSPRING to recreate any applicable Error;**
- Customer shall be solely responsible for the security of its confidential, proprietary and classified information as well as for the maintenance of adequate backup procedures for files, data and programs; THINSPRING will not be responsible for any loss or alteration of Customer's files, data or programs;
- Customer shall provide an installation environment that satisfies ThinSpring's requirements for the operation of the Software and any Software Updates, including but not limited to proper computer configuration, physical environment, environment security, electricity supply, air conditioning and ventilation, and cable runs; and
- If Customer requests/requires on-site maintenance at its site(s), Customer shall be responsible for the security of ThinSpring's maintenance/customer service personnel.

CERTAIN EXPENSES

If Customer is located at a distance in excess of fifty (50) miles from ThinSpring's office address set forth in the opening paragraph of this Agreement and Customer requests on-site maintenance at its site, Customer shall reimburse ThinSpring for the travel expenses (e.g., taxi fare, airfare, hotel and other typical expenses) of ThinSpring's maintenance/customer service personnel within thirty (45) days after ThinSpring invoices Customer for such expenses. In addition, ThinSpring reserves the right to charge Customer for unusual expenses incurred as a result of or in connection with the maintenance services provided pursuant to this Agreement; provided that ThinSpring will notify Customer in advance regarding such unusual expenses.

TERMINATION

This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party. In addition, either party may terminate this Agreement, immediately upon giving notice to the other party, if any of the following events occurs:

- The other party becomes insolvent or is unable to pay its debts as they mature or ceases to pay in the ordinary course of business its debts as they mature; or the other party makes an assignment for the benefit of its creditors; or a receiver, liquidator, custodian, trustee or the like is appointed for that other party or its property; or the other party commences a voluntary case under any applicable bankruptcy or insolvency law or consents to the entry of an order for relief in any involuntary case involving the other party.
- The other party breaches any of its material obligations under this Agreement and fails to cure such breach within thirty (30) days after written notice thereof. For the purpose of this section, "material obligations" shall mean: (a) with respect to THINSPRING, its obligations under Sections 3, 4 and 5; and (b) with respect to Customer, its obligations under Sections 8, 11 and 12.

Upon termination of this Agreement for any reason whatsoever, all amounts owed by Customer to THINSRING pursuant to this Agreement shall become immediately due and payable.

WARRANTY

THINSRING WARRANTIES THE MAINTENANCE SERVICES PROVIDED UNDER THIS AGREEMENT FOR A LIMITED PERIOD NO GREATER THAN 45 DAYS FROM THE DATE THAT THE MAINTENANCE SERVICES WERE EXECUTED AGAINST, THIS INCLUDES BUT IS NOT LIMITED TO SERVICES PROVIDED FOR A PARTICULAR PURPOSE OR TO PRODUCE A PARTICULAR RESULT.

FORCE MAJEURE

EACH PARTY SHALL BE EXCUSED FROM DEFAULT OR DELAY IN THE PERFORMANCE OF ITS OBLIGATIONS HEREUNDER IF AND TO THE EXTENT THAT IT IS CAUSED BY AN ACT OF GOD, OR FAILURE OF ANY THIRD PARTY TO PROVIDE SOFTWARE, MATERIALS OR SUPPORT THAT IS NEEDED TO CARRY OUT THE OBLIGATIONS, OR OTHER CAUSE BEYOND ITS REASONABLE CONTROL, INCLUDING WORK STOPPAGES, FIRES, RIOTS, ACCIDENT, EXPLOSION, FLOOD, STORM, OR FAILURES OR FLUCTUATIONS IN ELECTRICAL POWER, HEAT, LIGHT, AIR-CONDITIONING OR TELECOMMUNICATIONS EQUIPMENT. IN SUCH EVENT, THE NON-PERFORMING PARTY SHALL BE EXCUSED FROM PERFORMANCE FOR AS LONG AS SUCH CIRCUMSTANCES PREVAIL AND SHALL AS SOON AS PRACTICABLE NOTIFY THE OTHER PARTY OF ANY ACTUAL OR ANTICIPATED DELAY

CONSEQUENTIAL DAMAGES

NEITHER PARTY SHALL BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER BASED UPON CONTRACT, TORT OR OTHER LEGAL THEORIES, ARISING FROM ITS PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT.

LIMITATION ON LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THINSRING IS NOT RESPONSIBLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO, OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING ANY COSTS OF RECOVERING, PROGRAMMING, OR RESTORING ANY PROGRAM OR DATA STORED OR USED WITH SUPPORTED PRODUCTS AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON SUPPORTED PRODUCTS. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS. THINSRING SPECIFICALLY DOES NOT REPRESENT THAT IT WILL BE ABLE TO RESOLVE ANY SUPPORT ISSUES UNDER THESE TERMS WITHOUT RISK TO OR LOSS OF THE PROGRAMS OR DATA. NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT IN NO EVENT SHALL THINSRING'S LIABILITY TO CUSTOMER FOR ANY AND ALL DAMAGE EXCEED THE SUM EQUAL TO THE TOTAL PAYMENTS RECEIVED BY THINSRING FOR SERVICES PROVIDED PURSUANT TO THESE TERMS REGARDLESS OF THE FORM OF CLAIM OR ACTION. THE REMEDIES SET FORTH HEREIN SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH BY THINSRING UNDER THESE TERMS AND CONDITIONS.

MISCELLANEOUS

The terms and conditions as stated in the Software Licensing Agreement between THINSRING and Customer (Customer) shall be deemed to apply to this Agreement as if fully set forth herein and are hereby incorporated by reference.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

THINSPRING:

<client>

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A

SCHEDULE FOR ERROR CORRECTIONS

Customer will classify each error or defect in the Software, Documentation and any Software Updates and will report such error or defect to THINSPRING for correction based on the following criteria:

Error Classification	Error Criteria and Definition
X	<u>Fatal:</u> Error preventing any business critical work which would have a significant impact on Customer's business from being done as reasonably determined by Customer.
A	<u>Severe Impact:</u> Errors which disable major functions from being performed as reasonably determined by Customer.
B	<u>Degraded Operations:</u> Errors disabling only certain non-essential functions as reasonably determined by Customer.
C	<u>Minimal Impact:</u> Includes all other errors as reasonably determined by Customer.

THINSPRING shall use its best efforts to respond to error reports within the confines of the following schedule:

Error Classification	Level 1	Level 2	Level 3	Level 4
X	2 Hours	72 Hours	7 Business Day	Next Release
A	4 Hours	48 Hours	45 Business Days	Next Release
B	1 Business Day	7 Business Day	As Soon As Possible	As Appropriate
C	7 Business Days	45 Business Days	As Soon As Possible	As Appropriate

Level Identification and Definition

Level 1 - Acknowledgment of receipt of error report, commence investigation.

Level 2 - Provide patch, temporary fix and documentation correction pages, to restore major functions, provided that ThinSpring shall use its best efforts to provide a permanent fix as soon as possible.

Level 3 - Provide permanent fix

Level 4 - Official object code fix, update or major release and/or updated manuals

EXHIBIT B

A. Maintenance Fee: Customer agrees to pay the following annual fee for maintenance provided under this Agreement: \$ _____

B. Service Election: Customer hereby elects, and ThinSpring agrees to provide, the support designated in this Exhibit B:

_____ THINSPRING STANDARD, including specifically:

1. Telephone hotline support between the hours of 8:00 a.m. and 6:00 p.m., Pacific Time, Monday through Friday (excluding public holidays); and
2. Software Updates as and when they become generally commercially available (subject to payment by Customer of any costs and charges therefor).

_____ THINSPRING PREMIUM, including specifically:

1. 24 Hour Telephone support through THINSPRINGLINK, ThinSpring's customer help desk;
2. Software Updates as and when they become generally commercially available (subject to payment by Customer of any costs and charges therefor); and

_____ THINSPRING ELITE, including specifically:

1. 24 Hour Telephone support through THINSPRINGLINK, ThinSpring's customer help desk;
2. Software Updates as and when they become generally commercially available (subject to payment by Customer of any costs and charges therefor).
3. Priority Routing and Resolution: Any Queries submitted by Customer and Errors reported by Customer will be placed at the front of ThinSpring's customer help desk queue (in the order received relative to other Customers which have an agreement with ThinSpring regarding such priority routing) so that THINSPRING's maintenance personnel can act on them immediately;
4. Remote Diagnosis: With Customer's approval, ThinSpring's maintenance personnel will access Customer's system from a remote location to diagnose and resolve errors encountered by Customer during the installation, configuration or operation of the Software or any Software Updates (provided that installation and configuration shall be subject to a separate agreement between Customer and ThinSpring or its designee);

C. Maintenance Service Fee Schedule: The Customer agrees to pay the annual maintenance fee as identified in Exhibit B, Section A. That fee will be based on the service elected from the Service Elections as detailed under Exhibit B, Section B. The basis for the fee valuation is a percentage of the accumulative value of all Software Licenses procured by the Customer (Customer) as defined within the initial Software Licensing Agreement, adjustments to the annual will occur if any additional licenses procured in the future. The Service Election Fee Percentage is detailed in the table below.

Service Election	Service Election Fee Percentage
THINSPRING STANDARD	10%
THINSPRING PREMIUM	15%
THINSPRING ELITE	20%

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

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

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to (See 6.e, below)% of all term license payments during the period that the software was under a term license within the ordering activity.
- e. Customers who are under a "Term License" agreement that choose to convert to a "Perpetual License" may apply their Term/Lease payments to the price of the Perpetual License up to 50% of the full license cost.

7. TERM LICENSE CESSATION

- a. After a software product has been on a continuous term license for a period of 12 * months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

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

8. UTILIZATION LIMITATIONS - (132-32, 132-33, AND 132-34)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

9. SOFTWARE CONVERSIONS - (132-32 AND 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier

version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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

SPL SERVER

The 1st Fully Web-Based, Turn Key SPL Labeling Compliance Solution

Native SPL Editing, No Need for Secondary Publishing Software

Designed for Ease of Use

Key Features:

- Real-time labeling content negotiation
- Fully web-based, no browser plug-in or add-on is required
- Easy to use, Word-like interface
- Auto email notification, alerts, and status tracking
- Advanced search and reporting functionality
- Drug listing and medical terminology code look ups
- Automatic version status accounting
- Advanced link and dependency management
- Electronic signatures for approval
- "What You See Is What You Get" (WYSIWIG) direct content editing and review via the web
- Full support of the PhRMA working group standard style sheet
- Role based security for editing, reviewing, approving and submitting labeling content
- Enterprise-wide visibility through your existing Intranet and/or the Internet
- Built-in annotation and comments
- 21 CFR compliant version control and audit trails
- 21 CFR compliant electronic signatures including X.509 encryption
- Integration with existing document management systems and authoring tools
- Tier one (HL7) and tier two (FDA) Structured Product Labeling (SPL) file type validation
- Section 508 compliant

Allow your regulatory operations staff, graphics designers and scientists to collaborate in real time when creating and maintaining labeling content. Whether they use a Macintosh or PC, no new software is required on the end user's work station. Only a browser is required to access all features and functions. Both narrative and non-narrative content are managed with easy to use Web pages and forms.

SPL Server gives your team the ability to convert, review, edit and submit product information without having to learn how to program in XML. In addition to meeting regulatory requirements, you increase your flow of

information, improve efficiency, cut operating costs and reduce cycle time. ThinSpring is the first company to offer a fully Web-based solution, placing your company at the forefront of regulatory compliance technology.

Regardless of your role in the labeling life cycle, SPL Server allows you to access the most important labeling information and tasks with the fewest number of mouse clicks possible. You can easily view and manage multiple “in-process” new submissions, supplements and changes in real time. Automatic notifications and alerts identify critical path items and help you stay on top of your regulatory operations work load.

Tier One and Tier Two Validations Are Key

No SPL document will be submitted to the National Library of Medicine (NLM) if it does not pass the tier one and tier two validations. Tier one validation checks the SPL document against the latest HL7 SPL schema. If the document does not pass the tier one validation, the SPL will be rejected by the FDA before any review is even performed. Tier two validation occurs before an FDA reviewer opens a submission in the FDA’s Electronic Labeling Information Processing System (ELIPS). From the FDA’s Validity and Conformance Checklist: “The second tier validations will include data elements validations during the labeling review process. Failure of second tier validations will cause the SPL data elements to be flagged for review by Labeling Reviewers/Coordinators during the labeling review process.”

ThinSpring has taken what it has learned from its government and commercial work to provide the highest quality conversion possible. We create and validate the SPL document against the HL7 standard SPL schema to verify the document will pass all schema validations when submitted to the ELIPS system. We also perform a tier two validation which enables you to see what the FDA will see once the label is submitted, therefore reducing the risk of getting a label rejected or going through a lengthy review process.

SPL Editor

Get real-time validation results with "What You See Is What You Get"

(WYSIWYG) editing functionality. Add and delete main sections, sub-sections, paragraphs, tables, ordered lists, unordered lists, and notes all from one easy to use menu. See how your label will be displayed to the public by viewing the SPL using the HL7 standard style sheet.

Update SPL

No need to train employees on XML with our Microsoft® “Word-like” editing functionality. SPL Server makes generating XML simple and seamless. Use standard shortcut keys to make text bold, italic, and underlined or use the SPL Server menu buttons. When you have completed your edits, hit the “Check Spelling” button to check for spelling mistakes.

View Source

Want to view or edit the SPL source code? Simply check the “View SPL Source” box and let our system convert the text to HL7 schema valid XML.

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PIM SERVER

Fully Web-Based, Turn-Key PIM Compliance Solution

Native PIM Editing, No Need for Secondary Publishing Software

Key Features:

- Quality Review Document (QRD) template compliance
- Data element and medical terminology code look ups
- Automatic version status accounting
- Fully web-based, no browser plug-in or add-on is required
- “What You See Is What You Get” (WYSIWYG) direct content editing and review via the web
- Full support of all PIM style sheets and views

- Role-based security for editing, reviewing, approving and submitting labelling content
- Enterprise-wide visibility through existing intranet and/or the Internet
- Electronic signatures including X.509 encryption
- Integration with existing document management systems, XML authoring and translation tools

Allow your labelling staff to collaborate in real time when creating and maintaining content, focused on the quality of the content, not the format. Whether they use a Macintosh or PC, no new software is required on the end user's work station. Only a browser is required to access all features and functions. Manage PIM content, data elements and data exchange standard compliance with easy to use Web pages and forms.

PIM Server gives the Applicant drug manufacturer the ability to convert, review, edit and submit the product information without having to learn how to program in XML. In addition to meeting regulatory requirements, you increase your flow of information, improve efficiency, cut operating costs and reduce cycle time. ThinSpring is the first company to offer a fully Web-based structured content management solution, placing your company at the forefront of regulatory compliance technology.

Designed for Ease of Use

Regardless of your role in the labelling life cycle, PIM Server allows you to access the most important labeling information and tasks with the fewest number of mouse clicks possible. You can easily view and manage multiple "in-process" new submissions and changes in real time. Automatic notifications and alerts identify critical path items and help you stay on top of your product information management work load.

Standards Compliance is Key

No PIM submission will be approved by the European Union competent authorities unless it complies with the current Quality Review Document (QRD) templates and is technically valid. PIM Server type validation checks the PIM submission against the latest QRD templates as you create and update content. If the PIM submission does not pass the validation checks, PIM Server points you to the error and provides tools to correct.

Multilingual Translation Support

PIM Server provides world class management of multilingual translated PIM content. Utilising XML Namespace and XPATH standards, all translated content is linked allowing superior configuration management and publishing control. Change impact is easy to assess with on-board dash board reporting tools.

PIM Editor

Get real-time validation results with "What You See Is What You Get" (WYSIWYG) editing functionality. Add and delete main sections, sub-sections, paragraphs, tables, ordered lists, unordered lists, and notes all from one easy to use menu. See how your PIM submission will be displayed by the reviewing competent authority.

Update PIM

No need to train employees on PIM with our Microsoft® "Word-like" editing functionality. PIM Server makes generating XML simple and seamless. Use standard shortcut keys to make text bold, italic, and underlined or use the PIM Server menu buttons. When you have completed your edits, hit the "Check Spelling" button to check for spelling mistakes.

View Source

Want to view or edit the PIM source code? Simply check the "View PIM Source" box and let PIM Server display the Document Type Definition (DTD) valid XML.

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XML SAGE

Bringing People, Processes, and Technology Together

Delivering the true promise of XML is our company's founding vision. We offer an infrastructure platform that delivers a breakthrough in data and information management. This patent-pending platform enables our clients to rapidly gain value from existing information technology investments.

XML Sage™ delivers global knowledge management solutions in record time, capable of multi-facility, 100+ user installations in a matter of weeks. XML Sage™ provides real-time visibility to the status of global management activities and projects.

Key Features:

- Real time dash board reporting
- Project Management
- Document Management
- XML Forms Management
- Collaboration Tools
- Truly web-based for rapid implementation

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MatriXML

Delivering The Power And Flexibility Of XML

MatriXML™ is a toolset that provides a rich selection of API's (Application Programming Interfaces). This toolset represents a rapid application development platform that can be used by applications such as XML Sage™.

Flexibility is the necessary companion of any distributed system. By utilizing the power of XML to produce complex data structures along with the ability to quickly create any number of ways to present that data (Web screens, Reports, Extract Files etc.), we are able to create highly configurable applications with extremely rich functionality. It's important to us that our clients get a competitive edge in today's business environment, and we think adopting XML as a core strategy within our applications gives us the power to deliver.

A Brief History

An international standard since 1986, SGML (Standard Generalized Markup Language) is the foundation on which modern markup languages (HTML & XML) are based. XML offers some of SGML's power while avoiding the language's complexity, enabling Web authors to produce fully customized documents with a high degree of design consistency. Optimizing the World Wide Web, XML technology helps "future-proof" web content and business applications from obsolescence for the next 20 years and beyond.

Core Technology

XML allows you to segregate your data structures from specific content and presentation, while supporting data portability, data reuse and data archiving. This allows you to develop and implement information systems with a new level of flexibility and efficiency.

ThinSpring, an early adopter of XML, eXtensible Markup Language, is helping to build the second generation of the Internet with our technology. We dynamically map XML to a relational database using our proprietary distributed architecture. This approach delivers the flexibility of XML along with the scalability of tried and true relational data base management technology. ThinSpring is fast becoming a leading force in bringing the benefits of XML to businesses everywhere. The principles of simplicity, modularity, compatibility, and extensibility guide all of our development activities and application designs.

11. RIGHT-TO-COPY PRICING

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

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION
TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER
132-51) AND ELECTRONIC COMMERCE (EC) SERVICES (SPECIAL ITEM
NUMBER 132-52)**

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT 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

- 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 in accordance with this clause.
- 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 completed 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

The Inspection of Services-Fixed Price (AUG 1996) (Deviation - May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection-Time-and-Materials and Labor-Hour (JAN 1986) (Deviation - May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour 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 this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation - May 2003) Rights in Data - General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Services.

9. INDEPENDENT CONTRACTOR

All IT 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.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

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 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 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 service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) 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 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract.

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 SERVICES AND PRICING

Position: Application Support Specialist

Minimum/General Experience: 3 years

Functional Responsibility: First tier technical support for all ThinSpring applications.

Minimum Education: Bachelor's degree (B. A.) from four-year college or university

Position: Junior Database Administrator

Minimum/General Experience: 2 years

Functional Responsibility: Designs logical and physical databases or reviews description of changes to database design to understand how changes to be made affect physical database (how data is stored in terms of physical characteristics such as location, amount of space, and access method).

Minimum Education: Bachelor's degree (B. A.) from four-year college or university

Position: Web Developer

Minimum/General Experience: 3 years

Functional Responsibility: Reviews, analyzes, and modifies programming systems including encoding, testing, debugging and documenting programs. Works within a team to address the Programming needs of our clients. Participates in processes involved with defining the architecture of new online applications.

Minimum Education: Bachelor's degree (B. A.) in Computer Science, Computer Engineering or other related field

Position: IT Systems Business Analyst

Minimum/General Experience: 3 years

Functional Responsibility: Works within a team to address the 21 CFR Part 11 compliance issues of our clients, including inventory, assessment, gap analysis remediation, SOP development and ongoing compliance. Participates in processes involved with defining of new requirements, functions, and design of new computerized online systems.

Minimum Education: Bachelor's degree (B. A.) from four-year college or university

Position: Quality Systems Consultant

Minimum/General Experience: 10 years

Functional Responsibility: Plays a key role in consulting with client management team to identify gaps and risks with current processes and procedures against applicable regulatory requirements and quality standards. Assists managers in developing Quality Manuals. Manages the revision of existing, and the development, review and approval of new Standard Operating Procedures (SOP's) and forms.

Minimum Education: Bachelor's degree (B. A.) from four-year college or university.

Position: Systems Configuration & Implementation Specialist

Minimum/General Experience: 10 years

Functional Responsibility: Install and configure ThinSpring applications within client infrastructure to documented standards.

Position: Applications Systems Analyst II

Minimum/General Experience: 3 years

Functional Responsibility: Reviews, analyzes, and modifies programming systems including encoding, testing, debugging and installing to support our application systems. Consults with clients to identify current operating procedures and to clarify program objectives.

Minimum Education: in Computer Science, Computer Engineering or other related field

Position: Software Architect

Minimum/General Experience: 10 years

Functional Responsibility: Analysis and high-level design. Tracks the technical progress of a project to ensure compliance with or enhancement of the existing architecture or design. Researches, analyzes, determines the structure (architecture), design, build, test, implement or maintenance of ThinSpring software.

Minimum Education: Bachelor's degree (B. A.) from four-year college or university

Position: Systems Implementation Project Management

Minimum/General Experience: 5 years

Functional Responsibility: Meets with clients to assess technology needs. Works closely with clients in reviewing applications and recommending products and/or modifications in accordance with business needs.

Minimum Education: Bachelor's degree (B. A.) from four-year college or university; or one to two years related

Position: Quality Assurance Tester

Minimum/General Experience: 5 years

Functional Responsibility: Works closely with the application developers to coordinate and perform quality assurance testing on all ThinSpring software products. Responsibilities include test case preparation and execution, testing results reporting, issue reporting, and product documentation.

Minimum Education: Bachelor's degree (B. A.) from four-year college or university; or one to two years related

Position: Technical Writer

Minimum/General Experience: 5 years

Functional Responsibility: Creates technical product documentation for ThinSpring applications. Writes and/or edits original documentation, such as equipment manuals, appendices, and operating and maintenance instructions.

Researches technical information. May prepare illustrations, photographs, diagrams, and charts; and assist in graphic layouts.

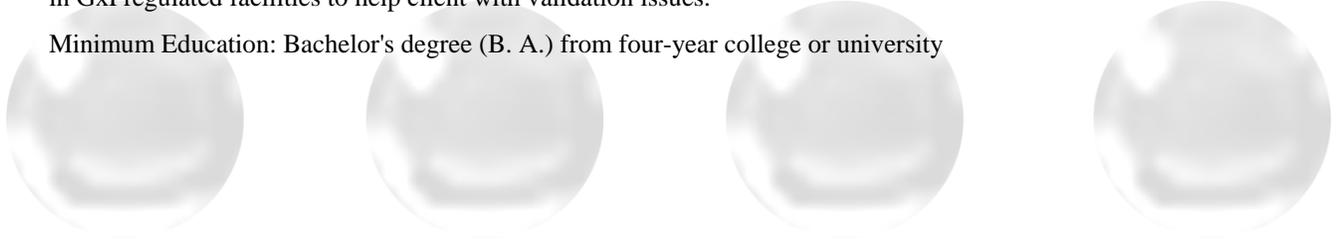
Minimum Education: Bachelor's degree (B. A.) from four-year college or university; or one to two years related

Position: Validation Specialist

Minimum/General Experience: 3 years in Computer System Validation in the Biotech, Pharmaceutical, or Medical Device industry.

Functional Responsibility: Works in a biotech/pharmaceutical/medical device environment as a consultant/contractor for various clients of ThinSpring. Works closely with client's employees on various projects in GxP-regulated facilities to help client with validation issues.

Minimum Education: Bachelor's degree (B. A.) from four-year college or university



PRODUCTS AND SERVICES PRICELIST

Includes IFF. All rates are fully burdened.

SIN	FSC	Item name	Unit	Retail price	MFC Price	MFC discount rate	% GSA discount	GSA rate with IFF
132-33	7030	Online SPL Validation	Per Transaction	\$100.00	\$100.00	0%	5%	\$95.71
132-32	7030	matrixml Platform Base Price	Per Installation	\$20,000	\$20,000	0%	5%	\$19,142.50
		<i>xmlsage Knowledge Management Platform</i>						
		<i>Hosted xmlsage Solutions</i>						
132-32	7030	Hosted xmlsage User Subscription Fee – Minimum 5	Per User, Per Month	\$300	\$300	0%	5%	\$287.14
132-32	7030	Hosted xmlsage User Subscription Fee - 6 – 50	Per User, Per Month	\$300	\$300	0%	5%	\$287.14
132-32	7030	Hosted xmlsage User Subscription Fee - 51 – 100	Per User, Per Month	\$280	\$280	0%	5%	\$268.00
132-32	7030	Hosted xmlsage User Subscription Fee – 101 – 250	Per User, Per Month	\$270	\$270	0%	5%	\$258.42
132-32	7030	Hosted xmlsage User Subscription Fee – 251 – 500	Per User, Per Month	\$260	\$260	0%	5%	\$248.85
132-32	7030	Hosted xmlsage User Subscription Fee – 501 – 1000	Per User, Per Month	\$240	\$240	0%	5%	\$229.71
132-33	7030	Hosted xmlsage User Subscription Fee - Unlimited	Per Processor, Per Month	\$20,000	\$20,000	0%	5%	\$19,142.50
132-32	7030	xmlsage Hardware and Network Hosting Fee	Per Month	\$3,000	\$3,000	0%	5%	\$2,871.38
		<i>Purchased xmlsage Solutions</i>						
132-32	7030	xmlSage User Licenses – Minimum 5	Per Named User	\$3,800	\$3,800	0%	5%	\$3,637.08
132-32	7030	xmlSage User Licenses - 6 – 50	Per Named User	\$3,800	\$3,800	0%	5%	\$3,637.08
132-32	7030	xmlSage User Licenses - 51 – 100	Per Named User	\$3,500	\$3,500	0%	5%	\$3,349.94
132-32	7030	xmlSage User Licenses - 101 – 250	Per Named User	\$3,300	\$3,300	0%	5%	\$3,158.51
132-32	7030	xmlSage User Licenses - 251 – 500	Per Named User	\$3,100	\$3,100	0%	5%	\$2,967.09
132-32	7030	xmlSage User Licenses - 501 – 1000	Per Named User	\$2,800	\$2,800	0%	5%	\$2,679.95
132-33	7030	xmlSage User Licenses – Unlimited	Per Processor	\$390,000	\$390,000	0%	5%	\$373,278.75
132-34	7030	xmlSage - Standard Maintenance Fees	Per Named User	\$380	\$380	0%	5%	\$363.71
132-34	7030	xmlSage - Premium Maintenance Fees	Per Named User	\$570	\$570	0%	5%	\$545.56
132-34	7030	xmlSage - Elite Maintenance Fees	Per Named User	\$760	\$760	0%	5%	\$727.42
		<i>SPL Server (includes xmlsage runtime license)</i>						
		<i>Hosted SPL Server Solutions</i>						
132-32	7030	5 Hosted SPL Server User Subscription Fee – Minimum	Per User, Per Month	\$300	\$300	0%	5%	\$287.14

132-32	7030	Hosted SPL Server User Subscription Fee - 6 – 50	Per User, Per Month	\$300	\$300	0%	5%	\$287.14
132-32	7030	Hosted SPL Server User Subscription Fee – 51 – 100	Per User, Per Month	\$280	\$280	0%	5%	\$268.00
132-32	7030	Hosted SPL Server User Subscription Fee - 101 – 250	Per User, Per Month	\$270	\$270	0%	5%	\$258.42
132-32	7030	Hosted SPL Server User Subscription Fee - 251 – 500	Per User, Per Month	\$260	\$260	0%	5%	\$248.85
132-32	7030	Hosted SPL Server User Subscription Fee - 501 – 1000	Per User, Per Month	\$240	\$240	0%	5%	\$229.71
132-33	7030	Hosted SPL Server User Subscription Fee - Unlimited	Per Processor, Per Month	\$20,000	\$20,000	0%	5%	\$19,142.50
132-32	7030	SPL Server Hardware and Network Hosting Fee	Per Month	\$3,000	\$3,000	0%	5%	\$2,871.38

Purchased SPL Server Solutions

132-32	7030	SPL Server User Licenses - Minimum 5	Per Named User	\$3,800	\$3,800	0%	5%	\$3,637.08
132-32	7030	SPL Server User Licenses - 6 – 50	Per Named User	\$3,800	\$3,800	0%	5%	\$3,637.08
132-32	7030	SPL Server User Licenses - 51 – 100	Per Named User	\$3,450	\$3,450	0%	5%	\$3,302.08
132-32	7030	SPL Server User Licenses - 101 – 250	Per Named User	\$3,300	\$3,300	0%	5%	\$3,158.51
132-32	7030	SPL Server User Licenses - 251 – 500	Per Named User	\$3,100	\$3,100	0%	5%	\$2,967.09
132-32	7030	SPL Server User Licenses - 501 – 1000	Per Named User	\$2,800	\$2,800	0%	5%	\$2,679.95
132-33	7030	SPL Server User Licenses – Unlimited	Per Processor	\$390,000	\$390,000	0%	5%	\$373,278.75
132-34	7030	SPL Server - Standard Maintenance Fees	Per Named User	\$380	\$380	0%	5%	\$363.71
132-34	7030	SPL Server – Premium Maintenance Fees	Per Named User	\$570	\$570	0%	5%	\$545.56
132-34	7030	SPL Server - Elite Maintenance Fees	Per Named User	\$760	\$760	0%	5%	\$727.42

PIM Server (includes xmlsage runtime license)

Hosted PIM Server Solutions

132-32	7030	5	Hosted PIM Server User Subscription Fee – Minimum	Per User, Per Month	\$300	\$300	0%	5%	\$287.14
132-32	7030		Hosted PIM Server User Subscription Fee – 6 – 50	Per User, Per Month	\$300	\$300	0%	5%	\$287.14
132-32	7030		Hosted PIM Server User Subscription Fee - 51 – 100	Per User, Per Month	\$280	\$280	0%	5%	\$268.00
132-32	7030		Hosted PIM Server User Subscription Fee - 101 – 250	Per User, Per Month	\$270	\$270	0%	5%	\$258.42
132-32	7030		Hosted PIM Server User Subscription Fee - 251 – 500	Per User, Per Month	\$260	\$260	0%	5%	\$248.85
132-32	7030		Hosted PIM Server User Subscription Fee - 501 – 1000	Per User, Per Month	\$240	\$240	0%	5%	\$229.71
132-33	7030		Hosted PIM Server User Subscription Fee - Unlimited	Per Processor, Per Month	\$20,000	\$20,000	0%	5%	\$19,142.50
132-32	7030		PIM Server Hardware and Network Hosting Fee	Per Month	\$3,000	\$3,000	0%	5%	\$2,871.38

Purchased PIM Server Solutions

132-32	7030		PIM Server User Licenses - Minimum 5	Per Named User	\$3,800	\$3,800	0%	5%	\$3,637.08
132-32	7030		PIM Server User Licenses - 6 – 50	Per Named User	\$3,800	\$3,800	0%	5%	\$3,637.08

132-32	7030	PIM Server User Licenses - 51 – 100	Per Named User	\$3,450	\$3,450	0%	5%	\$3,302.08
132-32	7030	PIM Server User Licenses - 101 – 250	Per Named User	\$3,300	\$3,300	0%	5%	\$3,158.51
132-32	7030	PIM Server User Licenses - 251 – 500	Per Named User	\$3,100	\$3,100	0%	5%	\$2,967.09
132-32	7030	PIM Server User Licenses - 501 – 1000	Per Named User	\$2,800	\$2,800	0%	5%	\$2,679.95
132-33	7030	PIM Server User Licenses – Unlimited	Per Processor	\$390,000	\$390,000	0%	5%	\$373,278.75
132-34	7030	PIM Server - Standard Maintenance Fees	Per Named User	\$380	\$380	0%	5%	\$363.71
132-34	7030	PIM Server - Premium Maintenance Fees	Per Named User	\$570	\$570	0%	5%	\$545.56
132-34	7030	PIM Server - Elite Maintenance Fees	Per Named User	\$760	\$760	0%	5%	\$727.42

SIN	FPDS	Client	Labor Category	Unit	Retail rate	MFC Price	MFC discount rate	% GSA discount	GSA rate with IFF
132-51	D302	Various	Application Support Specialist	Per hour	\$150.00	\$150.00	0%	5%	\$143.57
132-51	D308	Various	Junior Database Administrator	Per hour	\$200.00	\$200.00	0%	5%	\$191.43
132-51	D308	Various	Web Developer	Per hour	\$150.00	\$150.00	0%	5%	\$143.57
132-51	D302	Various	IT Systems Business Analyst	Per hour	\$200.00	\$200.00	0%	5%	\$191.43
132-51	D306	Various	Quality Systems Consultant	Per hour	\$200.00	\$200.00	0%	5%	\$191.43
132-51	D306	Various	System Configuration and Implementation Specialist	Per hour	\$175.00	\$175.00	0%	5%	\$167.50
132-51	D308	Various	Application Systems Analyst II	Per hour	\$150.00	\$150.00	0%	5%	\$143.57
132-51	D302	Various	Software Architect	Per hour	\$200.00	\$200.00	0%	5%	\$191.43
132-51	D306	Various	Systems Implementation Project Manager	Per hour	\$250.00	\$250.00	0%	5%	\$239.28
132-51	D306	Various	Quality Assurance Tester	Per hour	\$100.00	\$100.00	0%	5%	\$95.71
132-51	D306	Various	Technical Writer	Per hour	\$100.00	\$100.00	0%	5%	\$95.71
132-51	D306	Various	Validation Specialist	Per hour	\$200.00	\$200.00	0%	5%	\$191.43

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

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact Shaun Williams, Phone: (919) 654-4534; Fax: (919) 654-4509; E-mail: shaun.williams@go-mojo.com.

BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

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

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

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

Signatures

Ordering Activity

Date

Contractor

Date

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

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

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

MODEL NUMBER/PART NUMBER

*SPECIAL BPA DISCOUNT/PRICE

(2) Delivery:

DESTINATION

DELIVERY SCHEDULES / DATES

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

(4) This BPA does not obligate any funds.

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

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

OFFICE

POINT OF CONTACT

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

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

- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;

(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

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

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

BASIC GUIDELINES FOR USING "CONTRACTOR TEAM ARRANGEMENTS"

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

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

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

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

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

Here is a general outline on how it works:

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