



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

SIN 132-33 - PERPETUAL SOFTWARE LICENSES

SIN 132-34 - MAINTENANCE OF SOFTWARE

SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D302 IT Systems Development Services
FPDS Code D306 IT Systems Analysis Services
FPDS Code D307 Automated Information Systems Design and Integration Services
FPDS Code D308 Programming Services
FPDS Code D310 IT Backup and Security Services
FPDS Code D311 IT Data Conversion Services
FPDS Code D316 IT Network Management Services
FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

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 performance by the publisher or manufacturer or one of their authorized agents.

MicroLink LLC
8330 Boone Boulevard, 3rd Floor
Vienna, Virginia 22182
(703) 556-4440 - main (703) 556-4495 - fax
www.microlinkllc.com

Contract Number: **GS-35F-0143L**
Period Covered by Contract: **12/19/05 – 12/18/10**
Pricelist current through Modification **#P0-0011**, dated **March 22, 2007**

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

TABLE OF CONTENTS

INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS 1

1. GEOGRAPHIC SCOPE OF CONTRACT:..... 2

2. MICROLINK LLC'S ORDERING ADDRESS AND PAYMENT INFORMATION:..... 2

3. LIABILITY FOR INJURY OR DAMAGE..... 2

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279: 2

5. FOB DESTINATION 2

6. DELIVERY SCHEDULE..... 2

7. DISCOUNTS:..... 3

8. TRADE AGREEMENTS ACT OF 1979, AS AMENDED: 3

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:..... 3

10. SMALL REQUIREMENTS: 3

11. MAXIMUM ORDER (ALL DOLLAR AMOUNTS ARE EXCLUSIVE OF ANY DISCOUNT FOR PROMPT PAYMENT.) 3

12. ORDERING PROCEEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS 3

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS: 3

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)..... 4

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: 5

16. GSA ADVANTAGE! 5

17. PURCHASE OF OPEN MARKET ITEMS 5

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS 5

19. OVERSEAS ACTIVITIES 6

20. BLANKET PURCHASE AGREEMENTS (BPAS)..... 6

21. CONTRACTOR TEAM ARRANGEMENTS 6

22. INSTALLATION, DEINSTALLATION, REINSTALLATION 6

23. SECTION 508 COMPLIANCE..... 6

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES 7

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5) 7

26. SOFTWARE INTEROPERABILITY 7

27. ADVANCE PAYMENTS 7

TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE 8

SIN 132-33 & SIN 132-34 PRODUCT PRICING..... 11

TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)..... 12

MICROLINK, LLC GSA HOURLY RATES SIN 132-51 IT PROFESSIONAL SERVICES 15

MICROLINK, LLC GSA LABOR CATEGORY DESCRIPTIONS 16

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS 23

BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE 26

BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS” 28

ATTACHMENT A SAMPLE STANDARD SOFTWARE LICENSE AGREEMENTS.....

27



ATTACHMENT B SUPPORT SCHEDULES.....
29



**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!™ on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!™ 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.

The Geographic Scope of Contract will be domestic delivery only.

2. MICROLINK LLC'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Ordering Address:	Payment Address:
MicroLink, LLC	MicroLink, LLC
Attn: GSA FSS IT Orders	Attn: Accounts Receivable
8330 Boone Boulevard, 3 rd Floor	8330 Boone Boulevard, 3 rd Floor
Vienna, VA 22182	Vienna, VA 22182

MicroLink, LLC is 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:

Bob Harokopus (703) 556-4440 Ext. 2031

3. LIABILITY FOR INJURY OR DAMAGE

MicroLink, LLC will 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: **098158277**
- Block 30: Type of Contractor – **B. Other Small Business**
- Block 31: Woman-Owned Small Business - **NO**
- Block 36: Contractor's Taxpayer Identification Number (TIN): **541914324**
- 4a. CAGE Code: **1P9B8**
- 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)
132-33	15-30 Days



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

7. DISCOUNTS:

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

- a. Prompt Payment: **0%** - **30** days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity: **None**
- c. Dollar Volume: **None**
- d. Government Educational Institutions: **Offered the same discounts as all other Government customers**
- e. Other: **None**

8. TRADE AGREEMENTS ACT OF 1979, AS AMENDED:

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

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

Not Applicable

10. SMALL REQUIREMENTS:

The minimum dollar value of orders to be issued is **\$100.00**.

11. MAXIMUM ORDER (ALL DOLLAR AMOUNTS ARE EXCLUSIVE OF ANY DISCOUNT FOR PROMPT PAYMENT.)

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

- 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 PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

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

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

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:

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

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

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal 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:

Not Applicable

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

20. BLANKET PURCHASE AGREEMENTS (BPAS)

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

21. CONTRACTOR TEAM ARRANGEMENTS

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

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall 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: www.microlinkllc.com

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



24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES

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

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

(b) The following statement:

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

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

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

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

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

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

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

26. SOFTWARE INTEROPERABILITY

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

27. ADVANCE PAYMENTS

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

**TERMS AND CONDITIONS APPLICABLE TO
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.

Standard Warranty Terms are contained in Attachment A to this Schedule: *Sample Standard Autonomy Software License Agreement, Sample Standard Palano Software License Agreement, and Sample Standard Parlano Evaluation Terms.*

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

MicroLink, LLC, without additional charge to the ordering activity, has provided the following hot line technical support numbers:

a. For Autonomy **(877) 333-7744** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from **9:00AM-7:00PM EST (except for US public holidays)**.

b. For Parlano (866) 727-5266 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from **9:00 AM-6:00PM CST (except for US public holidays)**.

4. SOFTWARE MAINTENANCE

a. Software maintenance service shall include the following:

See Attachment B: *Autonomy Support Schedule.*

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 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. 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 maintenance, the period of the 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 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 maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

N/A

7. TERM LICENSE CESSATION

N/A

8. UTILIZATION LIMITATIONS - (132-33 & 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 - (132-33)

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.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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

11. RIGHT-TO-COPY PRICING

MicroLink, LLC does not offer right-to-copy licenses.

SIN 132-33 & SIN 132-34 PRODUCT PRICING

SIN 132-33 & 132-34 Pricing – click on the link below for our detailed product pricing

<http://www.microlinkllc.com/customers/gsa-productlist.asp>



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

1. SCOPE

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

MICROLINK, LLC GSA HOURLY RATES SIN 132-51 IT PROFESSIONAL SERVICES

Labor Category	12/19/05 - 12/18/06	12/19/06 -12/18/07	12/19/07 -12/18/08	12/19/08 -12/18/09	12/19/09 -12/18/10
Senior Computer Graphic Artist	\$ 80.94	\$ 83.37	\$ 85.87	\$ 88.45	\$ 91.10
Computer Graphic Artist	\$ 60.71	\$ 62.53	\$ 64.41	\$ 66.34	\$ 68.33
Computer Operator	\$ 42.15	\$ 43.42	\$ 44.72	\$ 46.06	\$ 47.44
Jr. Computer Operator	\$ 26.02	\$ 26.80	\$ 27.61	\$ 28.44	\$ 29.29
Data Analyst	\$ 68.54	\$ 70.59	\$ 72.71	\$ 74.89	\$ 77.14
Documentation Specialist	\$ 45.44	\$ 46.81	\$ 48.21	\$ 49.66	\$ 51.15
Network Admin	\$ 43.95	\$ 45.27	\$ 46.63	\$ 48.02	\$ 49.47
Jr. Network Admin	\$ 24.47	\$ 25.20	\$ 25.96	\$ 26.74	\$ 27.54
Sr. Network Engineer	\$ 80.94	\$ 83.37	\$ 85.87	\$ 88.45	\$ 91.10
Network Engineer	\$ 69.38	\$ 71.46	\$ 73.60	\$ 75.81	\$ 78.08
Sr. Program/Project Manager	\$ 140.84	\$ 145.07	\$ 149.42	\$ 153.90	\$ 158.52
Jr. Program/Project Manager	\$ 128.36	\$ 132.21	\$ 136.18	\$ 140.26	\$ 144.47
Sr. Programmer	\$ 93.09	\$ 95.88	\$ 98.76	\$ 101.72	\$ 104.77
Programmer	\$ 90.19	\$ 92.90	\$ 95.68	\$ 98.55	\$ 101.51
Jr. Programmer	\$ 65.16	\$ 67.12	\$ 69.13	\$ 71.20	\$ 73.34
Software Engineer	\$ 73.77	\$ 75.98	\$ 78.26	\$ 80.61	\$ 83.03
Systems Engineer	\$ 121.06	\$ 124.69	\$ 128.43	\$ 132.29	\$ 136.25
Sr. System Info. Analyst	\$ 72.94	\$ 75.13	\$ 77.38	\$ 79.70	\$ 82.09
Jr. System Info. Analyst	\$ 43.40	\$ 44.70	\$ 46.04	\$ 47.43	\$ 48.85
Sr. Technical Writer	\$ 101.76	\$ 104.82	\$ 107.96	\$ 111.20	\$ 114.54
Technical Writer	\$ 78.63	\$ 80.99	\$ 83.42	\$ 85.92	\$ 88.50
Jr. Technical Writer	\$ 55.50	\$ 57.17	\$ 58.88	\$ 60.65	\$ 62.47
Sr. Test Analyst	\$ 85.02	\$ 87.57	\$ 90.19	\$ 92.90	\$ 95.69
Test Analyst	\$ 78.63	\$ 80.99	\$ 83.42	\$ 85.92	\$ 88.50
Jr. Test Analyst	\$ 60.13	\$ 61.93	\$ 63.79	\$ 65.70	\$ 67.67
Word Processor	\$ 20.81	\$ 21.44	\$ 22.08	\$ 22.74	\$ 23.43
Solution Architect	\$ 209.50	\$ 215.78	\$ 222.25	\$ 228.92	\$ 235.79
Senior Security Consultant	\$ 138.95	\$ 143.12	\$ 147.41	\$ 151.84	\$ 156.39
Senior Engineer	\$ 101.54	\$ 104.59	\$ 107.73	\$ 110.96	\$ 114.29
Junior Security Engineer	\$ 49.50	\$ 50.98	\$ 52.51	\$ 54.09	\$ 55.71
Subject Matter Expert	\$ 195.71	\$ 201.58	\$ 207.63	\$ 213.86	\$ 220.27
Engineer	\$ 88.21	\$ 90.85	\$ 93.58	\$ 96.39	\$ 99.28
Principal Engineer	\$ 129.72	\$ 133.61	\$ 137.62	\$ 141.74	\$ 146.00
Architect	\$ 150.47	\$ 154.98	\$ 159.63	\$ 164.42	\$ 169.36
Principal Architect	\$ 181.60	\$ 187.05	\$ 192.66	\$ 198.44	\$ 204.39
Executive Program Manager	N/A	\$ 216.61	\$ 223.11	\$ 229.80	\$ 236.69
Enterprise Architect I	N/A	\$ 251.88	\$ 259.44	\$ 267.22	\$ 275.24
Enterprise Architect II	N/A	\$ 272.03	\$ 280.19	\$ 286.60	\$ 297.26
Enterprise Architect III	N/A	\$ 292.18	\$ 300.95	\$ 309.98	\$ 319.28

MICROLINK, LLC GSA LABOR CATEGORY DESCRIPTIONS

Program Manager/Project Manager

Plans, directs and coordinates the acquisition and development of new business to an account stage for opportunities valued at more than one million operational dollars. Initiates, supports and participates in negotiations with prospective customer. Analyzes current situation and develops business plans, sales strategy and targeted customer audience to achieve acceptance of new business opportunity. Determines customer requirements and translates these requirements into operational plans. Determines, monitors and reviews costs, operational budgets and schedules and staffing requirements for project team. Analyzes effects of project upon various operating and support areas, such as information processing/data centers, assembly and manufacturing, to determine the most practical and cost effective method to obtain the required resources. Provides guidance to project team and management in directing development of new applications and formulating contingency plans in areas such as schedule revisions, manpower adjustments, fund allocations, and work requirements. Provides guidance in strategic systems planning to project team and/or customer's team. May be responsible for preparing incoming management for transition from implementation to business operating stage.

Systems Engineer

Develops and maintains data processing applications which meet customer business needs. Codes, tests and implements computer programs in developmental and maintenance modes. Defines system requirements and priorities with customers and ensures that daily needs are met. Develops system and programming specifications. Designs data processing solutions based on business need and technical considerations. Researches and resolves application production problems. Monitors application performance and performs run time improvement functions. Prepares system documentation. Analyzes, resolves or assists others in resolving production problems. Supports business studies, costing and feasibility studies and preparation efforts.

Software Engineer

Maintains one of the specific systems and associated sub-products. Maintains currency, debugs and configures related software products. Provides operating systems planning and evaluation for performance analysis, capacity planning and hardware upgrades. Interfaces with customer groups to resolve user problems, setting standards and improving overall efficiency of the operating system. Designs, codes, tests, and implements tools for operations automation. Assists in the planning and conversion for new hardware/software products. Responsible for performing analysis and technical support of systems software products, including problem resolution, design, development, testing, operational integration, and user support. Assists software SEs with customization, installation maintenance, setting of standards, and optimizing product performance. Leads planning and conversions for new hardware/software products.



Network Engineer

Assists in the planning, design, and implementation of network management systems to monitor, diagnose, control, and measure performance of communications networks that impact individual sites. Uses and supports network administrative systems to ensure accurate network inventory and timely implementations. May work with end customer, and vendors to define, analyze, and provide solutions for the customer's voice, data, and imagine communications requirements. Provides research and recommendations for the incorporation of current regulatory climates, trends, and issues in communications projects. Selects and configures hardware and software for multi-site networks. Plans, designs, and implements network management systems to monitor, diagnose, control, and measure performance of communication networks that impact multiple sites. Uses and recommends changes to network administrative systems to ensure accurate network inventory and timely implementation.

Systems Information Analyst

Conceptualizes, designs, constructs, tests, and implements portions of business and technical information technology solutions through application of appropriate software development life cycle methodology. Interacts with the customer to gain an understanding of the business environment, technical context and organizational strategic direction. Defines scope, plans and deliverables for assigned projects. Collects, identifies, defines, and organizes detailed user and information technology requirements. Coordinates and collaborates with others in analyzing collected requirements to ensure plans and identified solutions meet customer needs and expectations. Confirms and prioritizes project plans and deliverables with the customer. Participates in business and technical information technology solution implementations, upgrades, enhancements, and conversions. Understands and uses appropriate tools to analyze, identify and resolve business and/or technical problems. Applies metrics to monitor performance and measure key project criteria. Prepares system documentation. Establishes and maintains security, integrity and business continuity controls and documents. Participates in special studies. Stays current on emerging tools, techniques, and technologies.

Programmer

Proficiently demonstrates skills in desktop computing using Visual Programming, and has experience in Sybase, Power builder, PFC, COBOL, C/C++, and/or NT client/server. Defines and analyzes system and application requirements, designs, codes, tests, and implements computer programs in development and maintenance modes. Has the ability to read and understand the code needed for the project and can research, resolve application production problems, as well as be able to lead subsystem designs and system design projects. Works with d the customer to respond to problems/needs and can flexibly prioritize competing problems/needs situations.

Computer Graphic Artist



Utilizes computer graphic equipment to produce publication and presentation art for slides. Interfaces with customer and internal staff to determine needs and objectives. Selects appropriate style and visual images to produce desired results. Creates art work, still media, animation and other visual images from storyboards or own concepts. Prepares job estimates and production schedules. Works with graphics personnel to coordinate and schedule

Technical Writer

Analyzes and interprets highly specialized technical information to compose detailed documentation and technical manuals. Conducts complex documentation and user needs analysis. Studies customer environment by analyzing job tasks, organizational structure and user needs to propose documentation solutions. Observes developmental and experiential activities to determine operating procedure and detail for document content. Interviews technical personnel, interprets reports, specifications and drawings to increase understanding of processes and document requirements. Assists others with technical interpretation and appropriate phrasing for document content. May plan documentation development process and coordinate writing projects. Reviews documentation for an entire project to ensure validity, completeness of content and consistency with order, style and terminology standards.

Computer Operator

Responsible for monitoring, controlling and/or setting-up computer resources in accordance with established procedures within a processing site. Monitors performance of networks effectively utilizing software tools. May perform network emergency corrective and preventive maintenance. Ensures timeliness and quality of product/service being delivered. May solve technical and/or customer problems within scope of defined standards. Interfaces with necessary customers and/or business support groups and escalates issues to appropriate support groups. Creates and maintains documentation.

Data Analyst

Verifies and maintains accurate data in the master and control files of a data base in a user environment. Identifies, researches and analyzes data errors or inconsistencies within a data base system. Determines appropriate corrective actions. May discuss problems and solutions with data base users. Updates master and control files as needed. Generates and reviews system reports. Responds to requests for reports or information. Maintains documentation on system files and reports. May recommend data base improvements or coordinate system modifications with the appropriate personnel.

Word Processor

Enters written and recorded text on a computerized system using word processing and/or customized software. Proofs input to ensure accuracy. Prints and assembles the printed product. Hand delivers, mails, and/or electronically transmits the end product to the user as directed.

Documentation Specialist



Performs documentation duties following established procedures. Verifies and proofreads records and documents. Sorts and files documentation and retrieves information from files upon request. Works with users and end clients to establish documentation standards and procedures as needed.

Test Analyst

Excellent written and verbal English (e.g., able to be easily understood in a meeting, able to make oral presentation, and able to write grammatically correct English). Able to perform functional software testing such as: write a test plan, write test specifications, and procedure. Must be able to execute test procedures, execute regression tests, and write report of testing results. Able to use automated test tools (e.g. from Mercury or SQA). Must have working knowledge of: network security, various operating systems (e.g. UNIX, Windows), and documenting management systems (e.g. workflow, imaging). Attributes should include: detail-oriented, analytical, self-motivating, persevering, and imaginative thinker. Must be able to work best in unstructured environments, continuously changing environments, and best in environments with much ambiguity.

Network Administrator

Implements and supports local area network (LAN) and campus area network (CAN) hardware and software. Analyzes customer workflow and procedures to recommend operational support tools and technologies to satisfy customer needs. Acts as a liaison between the customer, suppliers, and other technical groups to resolve network and hardware problems. Analyzes performance problems and recommends solutions to enhance functionality, reliability, and /or usability. Implements operational support standards and procedures relating to change management, performance management, and security. Recommends changes and improvements to existing standards. Provides user orientation on hardware, software, and network operations. Keeps abreast of emerging operational support technologies and industry trends. Coordinates operational designs, develops support plans, coordinates implementations, provides second level support for local area network (LAN), campus area network (CAN), and wide area network (WAN) solutions encompassing heterogeneous platforms. Leads project teams in implementing new or upgraded designs and coordinates project efforts with support groups. Creates plans that support implementation of changes. Participates in system support design and performance evaluation reviews. Advises on distributed network computing issues. Establishes and maintains security and integrity standards and controls. Ensures support plans and services meet customer needs and expectations. Assists in the evaluation testing and recommendation of hardware, software, and network configurations based on customer needs. Coaches others in the application of new operational support technologies. Analyzes user requirements and statistics to identify trends and resolve performance issues.

Solution Architect

Provides input on complexity, development time and cost of proposed solution. Specialized experience includes the implementation of a broad range of information technology solutions such as back-office administration, front-end data acquisition and management, knowledge bases, e-Business, business process automation/scientific analytics, data/process integration and business continuity. Functional Responsibility - Designs architectures that include software, hardware, and communications solutions to support enterprise-wide and subsystem requirements. Ensures architectures are in compliance with open systems standards as they apply to the client's environment. Evaluates compatibility of information system development efforts with agency architectures and recommends adjustments, as appropriate. Evaluates problems of workflow, organization, and planning and develops appropriate corrective action. May provide guidance and direction to less experienced systems architects. Conducts and facilitates workshops, meetings and interviews to gather technical requirements including technical architecture, infrastructure, environment, integration and development requirements.

Senior Security Consultant

Analyzes and defines complex information security, automated information security (AIS), and/or computer security requirements. Designs, develops, engineers, and implements security solutions. Gathers and organizes technical information about an organization's mission, goals, and needs; existing security products; and ongoing programs. Develops, analyzes, and implements security architecture(s) as appropriate. Performs risk analysis and security audit services, develops analytical reports as required. May be required to perform in one or more of the following areas: AIS risk assessment methods and procedures; security of system software generation; security of computer hardware; operating system utility/support software; disaster recovery and contingency planning; telecommunications security; development of AIS security policies and procedures. Experience in one or more of the following areas is desired: digital signatures, encryption, public key and certification management, cross certification of public key systems, firewalls, and X.500 directories. May provide daily supervision and direction to staff.

Senior Engineer

Applies engineering principles to investigate, analyze, plan, design, develop, implement, test, or evaluate information technology systems. Reviews and prepares engineering and technical analyses, reports, change proposals, and other technical documentation. Applies engineering experience to perform functions such as system integration, configuration management, quality assurance testing, or acquisition and resource management. Analyzes, designs, develops, implements, tests or evaluates automated data processing software related to engineering or functional requirements of IT systems, associated support systems, or management information systems. Engineering Management: Acts as engineering team leader or supervisor developing engineering procedures and controls, managing project efforts, and taking lead in problem resolution.



Junior Security Engineer

Performs a variety of relatively routine project tasks applied to specialized technology problems. Tasks involve integration of electronic processes or methodologies to resolve total system problems, or technology problems as they relate to Information Assurance requirements. Analyzes information security requirements. Applies analytical and systematic approaches in the resolution of problems of workflow, organization, and planning.

Subject Matter Expert

As an expert in the subject matter field, may augment or direct project teams. Provides high-level functional systems analysis, design, integration, documentation, and implementation advice on exceptionally complex studies, which require an expert knowledge of the subject matter for effective problem solution. Participates in all phases of study development with emphasis on the planning, analysis, documentation, and presentation phases. Applies higher-level mathematical principles and methods to exceptionally difficult and narrowly defined technical problems in engineering and other physical sciences to arrive at automated solutions. Reviews and approves the design and preparation of technical documentation and reports. Prepares and delivers senior management presentations and briefings as required by the task order. May serve as a Task Leader, responsible for ensuring the quality and timeliness of services delivered.

Engineer

Minimum/General Experience: Three (3) years of technical experience which applies to software or system design, development, documentation, testing, implementation and support. Evaluating development methodologies; analyzing requirements; evaluating architectures, designs, and implementations; monitoring IT acquisitions; and coordinating with other engineers to provide an overall assessment of a system. Good written and oral communications skills are required. Mentors Jr. Engineers

Functional Responsibility: Participates in technical studies and prototype developments. Documents and presents findings to management and client representatives. Will concurrently handle multiple tasks and work closely with clients and in teams that include other contractors and client representatives.

Minimum Education: Bachelor's Degree in Computer Science/Engineering or no degree and 5 years of experience.

Principal Engineer

Minimum/General Experience: Five (5) years of technical experience in designing complex COTS-based enterprise and infrastructure-based applications. Proficient in multiple system, server, and application operating environments. Provides expertise in one or more enterprise or system infrastructure applications including knowledge management systems, message systems, management systems, security models and identity systems. Provides technical leadership to the project team. Architects, installs, customizes tests and troubleshoots complex systems. Prepares system documentation. Analyzes resolves or assists others in resolving production problems. Supports business studies, costing and feasibility studies and preparation efforts. Acts as a team leader or supervisor for Engineers and Sr. Engineers.

Functional Responsibility: Defines system requirements and priorities with customers and ensures that daily needs are met. Develops system functional specifications and provides knowledge transfer to customers. Designs solutions based on business need and technical considerations. Monitors application performance and performs run time improvement functions.

Minimum Education: Bachelor's Degree in Computer Science/Engineering or no degree and 7 years of experience.

Architect

Minimum/General Experience: Five (5) years of technical experience in design, development, documentation, testing, implementation and support. A leading contributor position responsible for the overall design and technical oversight of complex technology solutions driven by client initiatives and the client's environment. Responsibility will span all layers of the business infrastructure and interfaces with the customer and executive management to define requirements and recommend solutions. Good written and oral communications skills are required.

Functional Responsibility: Develop solution recommendations to clients and provide technical leadership and oversight to the implementation of the solution.

Minimum Education: Bachelor's Degree in Computer Science/Engineering or no degree and 7 years of experience.

Principal Architect

Minimum/General Experience: Seven (7) years of advanced technical experience which applies to design, development, documentation, testing, implementation and support. Develop solution recommendations to clients and provide technical expertise to the implementation of the solution. A leading contributor position responsible for the overall design and technical oversight of complex technology solutions driven by client initiatives and the client's environment. Acts as a team leader or supervisor for Architects.

Functional Responsibility: Works closely with project manager, solution development team and clients to develop client requirements and technical alternatives.

Minimum Education: Bachelor's Degree in Computer Science/Engineering or no degree and 10 years of experience.



Executive Program Manager

Minimum Education: BS or BA in Computer Science/Engineering or 12 years experience.

Minimum/General Experience: 10 years of functional or IT experience, including at least 8 years of experience in managing large scale programs and projects.

Functional Responsibility: Directs and coordinates the planning and execution of an Enterprise IT program that may involve multiple projects, personnel and vendors. Plans and manages the operations and execution of several simultaneous technical and non-technical projects. Manages the integration solutions of complex enterprise wide software projects. These projects provide state of the art solutions capable of handling high volume enterprise schemas to map data and process flows between systems and solutions. Interacts directly with the senior government officials regarding status, progress, and issues.

Enterprise Architect I

Minimum Education: BS or BA in Computer Science/Engineering or 8 years experience.

Minimum/General Experience: 6 years of IT experience, including at least 3 years of experience in Enterprise Architecture and its components.

Functional Responsibility: Ability to architect solutions to provide timely updates of large databases and assuring high-performance across the architecture; works with other team members to improve the business process, information and technology of client organizations; designs, implements and develops integration solutions for providing state of the art solutions capable of handling high volume transaction rates for real-time processing and delivery; supports enterprise design by developing enterprise schemas to map data and process flows between systems and solutions. Demonstrated ability to work independently with minimal supervision.

Enterprise Architect II

Minimum Education: BS or BA in Computer Science/Engineering or 9 years experience.

Minimum/General Experience: 7 years of IT experience, including at least 4 years of experience in Enterprise Architecture and its components.

Functional Responsibility: Ability to architect solutions to provide timely updates of large databases and assuring high-performance across the architecture; works with other team members to improve the business process, information and technology of client organizations; designs, implements and develops integration solutions for providing state of the art solutions capable of handling high volume transaction rates for real-time processing and delivery; supports enterprise design by developing enterprise schemas to map data and process flows between systems and solutions. Demonstrated ability to work independently with minimal supervision. Manages the activities of 1-2 enterprise architects.

Enterprise Architect III

Minimum Education: BS or BA in Computer Science/Engineering or 10 years experience.

Minimum/General Experience: 8 years of IT experience, including at least 5 years of experience in Enterprise Architecture and its components.

Functional Responsibility: Ability to architect solutions to provide timely updates of large databases and assuring high-performance across the architecture; works with other team members to improve the business process, information and technology of client organizations; designs, implements and develops integration solutions for providing state of the art solutions capable of handling high volume transaction rates for real-time processing and delivery; supports enterprise design by developing enterprise schemas to map data and process flows between systems and solutions. Stays current with the standard architect frameworks for the federal Government. Manages the activities of 3-4 enterprise architects.

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

PREAMBLE

MicroLink, LLC 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:

David Truitt, President/CEO

MicroLink, LLC, 8330 Boone Boulevard, 3rd Floor

Vienna Virginia 22182

(703) 556-4440

Fax (703) 556-4453

Email: dtruitt@microlinkllc.com



**BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE**

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (MicroLink, LLC) 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 **GS-35F-0143L**.

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



BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

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

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

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

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors. Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

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



Attachment A**SAMPLE STANDARD AUTONOMY SOFTWARE LICENSE AGREEMENT**

This SOFTWARE LICENSE AGREEMENT ("Agreement") is entered into as of [DATE], between Autonomy, Inc., with offices located at 301 Howard Street, San Francisco, California 94105 ("Autonomy"), and [END USER] having its principal place of business at [END USER's ADDRESS] ("Licensee").

1. **LICENSE GRANT.** Subject to the terms of this Agreement, Autonomy grants to Licensee a personal, non-transferable, non-sublicensable, non-exclusive license to use the software specified in Attachment A ("Software"), in accordance with the documentation and accompanying materials ("Documentation"; the Software and the Documentation, collectively, the "Licensed Materials") supplied to Licensee by Autonomy. The Software shall be used only on the platforms specified in Attachment A ("Authorized Platforms").
2. **OWNERSHIP.** The Licensed Materials and any copies thereof are the property of Autonomy; the Licensed Materials are licensed and not sold and are protected by United States and international copyright, trademark, trade secret laws, as well as certain international treaty provisions.
3. **RESTRICTIONS.** Licensee may not (a) copy the Licensed Materials (other than as may be specified in Attachment A or, in respect of the Software, for backup purposes); (b) rent, lease, sublicense or use the Licensed Materials for service bureau purposes; or (c) reverse engineer, decompile or disassemble the Software.
4. **FEES; PAYMENT.** The license and maintenance fees for the Licensed Materials specified in Attachment A ("Fees") are (a) due upon execution of this Agreement and (b) exclusive of shipping, taxes, duties and other similar fees, all of which are the responsibility of and shall be paid by Licensee.
5. **UPGRADES; SUPPORT.** Autonomy may, in its sole discretion, release new versions of the Software which contain improvements or enhancements (each such release an "Update"). If Licensee purchases or otherwise receives an Update, this Agreement shall be extended to include such Update. All support for the Software shall be provided pursuant to the terms of a support agreement executed by Autonomy and Licensee.
6. **TERM.** This Agreement shall remain in effect unless it is terminated earlier by Autonomy. Upon termination of this Agreement, Licensee shall immediately cease all use of the Software. Within five days after termination of this Agreement, Licensee shall return to Autonomy all copies of the Licensed Materials (in any form or media) and shall so certify to Autonomy in writing.
7. **LIMITED WARRANTY.** Autonomy warrants that, for a period of 30 days after receipt by Licensee (a) the Software shall perform substantially in accordance with the Documentation and (b) the media upon which the Software is provided shall be free from defects in material and workmanship under normal use. This warranty covers only problems reported to Autonomy during the warranty period.
8. **LICENSEE REMEDIES.** LICENSEE'S SOLE AND EXCLUSIVE REMEDY, UNDER ANY WARRANTY OR LEGAL THEORY SHALL BE LIMITED TO REPLACEMENT OF THE LICENSED MATERIALS.
9. **DISCLAIMER.** AUTONOMY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, WITH RESPECT TO THE LICENSED MATERIALS. EXCEPT FOR THE LIMITED WARRANTY PROVIDED PURSUANT TO SECTION 7, THE LICENSED MATERIALS ARE PROVIDED "AS IS." Autonomy does not warrant that the Licensed Materials or the functions contained in the Software shall meet Licensee's requirements, operate without interruption or be error free.
10. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL AUTONOMY BE LIABLE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL THEORY FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OR INACCURACY OF INFORMATION), ARISING OUT OF THE USE OF OR INABILITY TO USE THE LICENSED MATERIALS, EVEN IF AUTONOMY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL AUTONOMY'S LIABILITY EXCEED THE AMOUNT PAID BY LICENSEE FOR THE LICENSED MATERIALS.
11. **MARKETING AND PUBLICITY.** Licensee shall reasonably assist Autonomy in the creation and (where applicable) distribution of marketing and publicity-related materials in respect of the subject matter of this Agreement (e.g., press releases and case studies; collectively, "Releases"). No Release or other information in respect of this Agreement shall be made public unless and until the parties agree as to the content of such Release or other information.



12. **GOVERNMENT USE.** If Licensee is a unit or agency of the government, or acquiring the Licensed Materials with government funds, the Licensed Materials are provided subject to Autonomy's standard commercial license; provided, however, that any contracts with non-defense agencies subject to the FAR, the Government shall have the rights set forth in subparagraph (c) of FAR 52.227-19, "Commercial Computer Software-Restricted Rights," as applicable.

13. **MISCELLANEOUS.** This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes any other Agreement relating to the Software. Neither the rights nor the obligations arising under this Agreement are assignable or transferable by Licensee, and any such attempted assignment or transfer shall be void and without effect. This Agreement shall be governed pursuant to the laws of the State of California and the United States without regard to the conflict of laws provisions thereof. The waiver by either party of a breach of this Agreement or any right hereunder shall not constitute a waiver of any subsequent breach of this Agreement; nor shall any delay by either party to exercise any right under this Agreement operate as a waiver of any

such right. Any notice, report, approval or consent required or permitted hereunder shall be in writing and shall be deemed to have been effectively given: (a) immediately upon personal delivery or facsimile transmission to the parties to be notified, (b) one day after deposit with a commercial overnight courier with tracking capabilities, or (c) three days after deposit with the United States Postal Service, by registered or certified mail, postage prepaid to the respective addresses of the parties as set forth above. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. The parties agree that a material breach of this Agreement adversely affecting Autonomy's proprietary rights in the Licensed Materials would cause irreparable injury to Autonomy for which monetary damages would not be an adequate remedy and that Autonomy shall be entitled to equitable relief in addition to any remedies it may have hereunder or at law. Section 2, Section 3, Section 4, Section 6, Section 7, Section 8, Section 9, Section 10 and this Section shall survive any termination or expiration of this Agreement.

IN WITNESS WHEREOF, Autonomy and Licensee have executed this Agreement as of the day and year first written above.



SAMPLE STANDARD MASTER PRODUCT LICENSE AGREEMENT

Between

Parlano Inc.

10 S. Riverside Plaza, Suite 1450, Chicago, IL 60606

And

(Customer)

(Address)

(City, State, Zip)

Subject to the terms and conditions specified below, Parlano Inc. ("Parlano") hereby grants Customer, and Customer hereby accepts from Parlano, a non-exclusive and non-transferable right and license (i) to use the Products specified on one or more separately executed product schedules (the "Product Schedules") on the number of servers ("Servers") specified on such Product Schedule(s); and (ii) for the number of users ("Users") set forth on the Product Schedule(s), subject to the terms and conditions specified below.

1. DEFINITIONS

(a) "Enhancements" means any minor fixes, updates, or subsequent point releases (designated as to the right of the decimal point) of the Software or Documentation that Parlano may make generally available to customers under current Maintenance at no additional cost. Enhancements do not include Upgrades or new versions of the Software or Documentation that Parlano decides, in its sole discretion, to make generally available as a separately priced item.

(b) "Upgrades" means any major subsequent release (designated as to the left of the decimal point) of the Software or Documentation that Parlano may make available to licensed customers if so provided under the Product Schedule. Upgrades do not include new versions of the Software or Documentation that Parlano decides, in its sole discretion, to make generally available as a separately priced item.

(c) "Products" means (i) the machine-readable object code version of the computer programs described in and specifically identified in one or more separately executed Product Schedule(s) that Parlano makes available, whether embedded on disc, tape or other media, for use on the computer platform specified in the Product Schedule(s), including all server and user interface components thereof (the "Software"), (ii) the published user manuals and documentation that Parlano makes available for the Software (the "Documentation"), (iii) Enhancements, (iv) Upgrades and (v) any copy of the Software, Documentation, Enhancements or Upgrades. "Server Software" means the server components of the Software, Enhancements, Upgrades or Documentation relating to those components. "User Software" means the user interface components of the Software and any Enhancements or Documentation relating to those Software components.

(d) "Designated Hardware" means the hardware equipment specified in the Product Schedule, and may be comprised of (i) a stand-alone computer, (ii) a single network server with multiple terminals, or (iii) multiple network servers with multiple terminals.

2. USE

Customer may use the Products only in and for Customer's own internal purposes and business operations for the term specified in the Product Schedule. Customer may use the Products only on the Designated Hardware while it possesses and operates the Designated Hardware.

Customer will not (a) permit any other person to use the Products directly or indirectly, whether on a time sharing, remote job entry or service bureau arrangement or (b) install the Software, Enhancements or Upgrades on a network or other multi-user computer system unless otherwise specified in the Product Schedule.

Customer may make (i) the number of copies of the Server Software equal to the number of Servers set forth on the Product Schedule(s) and (ii) the number of copies of the User Software necessary to support the number of Users set forth on the Product Schedule(s). In addition, Customer may make a reasonable number of back-up or archival copies of the Software, Enhancements and Upgrades. Customer will reproduce all confidentiality and proprietary notices on each of these copies and maintain an accurate record of the location of each of these copies. Customer will not otherwise copy or translate, modify, adapt, decompile, disassemble, reverse engineer, create derivative works based on market, sell or distribute Products; remove, deface or permit the removal or defacement of any confidentiality and proprietary notices appearing within or on the Products; or use the Products to further any illegal purpose.

3. MAINTENANCE AND SUPPORT

Parlano will provide maintenance and support services for the Products ("Maintenance") to Customer for the period(s) specified in the Product Schedule(s), subject to Customer's payment of the applicable maintenance fees ("Maintenance Fees") to Parlano. Maintenance will be provided in accordance with and consist solely of the products and services described in the Parlano Support Guide in effect at the start of then-current Maintenance Period, available at <http://www.parlano.com/support> and hereby incorporated by reference.

4. INSTALLATION AND TRAINING SERVICES

Parlano will, at Customer's option, provide Customer the Product installation services ("Installation Services") and/or the training services ("Training Services") described in the Product Schedule(s). Customer shall promptly provide to Parlano information, documentation and access to Customer's facilities, equipment, hardware and personnel as requested by Parlano to facilitate Parlano's performance of the Installation Services and/or Training Services. Unless otherwise agreed to by the Parties in writing on the Product Schedule, Customer will pay Parlano for Installation Services and/or Training Services ("Installation/Training Services") as invoiced by Parlano (i) on a time and materials basis in accordance with Parlano's then-current hourly rates for Installation Services and/or Training Services and Parlano's then-current policies with respect to the acquisition of and reimbursement for materials; and (ii) by reimbursing Parlano for any out-of-pocket expenses, including, but not limited to, all travel and travel-related expenses, incurred by Parlano in connection with the performance of such services.



5. PAYMENT

Customer will pay to Parlano the License Fees and any Maintenance Fees or Installation/Training Fees (collectively, "Fees") due hereunder in the currency specified in the relevant Product Schedule(s) in accordance with the payment schedule set forth in such Product Schedule(s). All Fees specified in the Product Schedule(s) are exclusive of any applicable value added, use, sales, service, property or other taxes or contributions or any customs charges. Customer will pay all applicable value added, use, sales, service, property or other taxes or contributions of import duties, fees, assessments or any other customs charges, however designated, required to be paid in connection with or as a result of this Agreement, excluding any taxes based on Parlano's net income. Any Fees not paid when due will accrue interest at the rate of one and one half percent (1.5%) per month or the maximum amount allowed by law, whichever is less. Customer will pay such interest when remitting the principal amount to Parlano. Customer may not offset or withhold Fees due under this Agreement for any reason. Customer will reimburse Parlano for all reasonable costs incurred (including reasonable attorneys fees) in collecting past due amounts owed by Customer.

6. WARRANTIES AND REMEDIES

(a) **Limited Warranty.** Parlano warrants that it has the right to (i) enter into this Agreement and (ii) grant the licenses hereunder. Parlano also warrants that the Software will perform substantially as described in the accompanying Documentation for sixty (60) days from the Effective Date (the "Warranty Period"). During the Warranty Period, if any, Parlano will provide Customer at no additional charge a replacement copy of the Product(s) if the media becomes damaged or is destroyed to the extent that the Product(s) are unusable. Customer acknowledges that (i) the Products may not satisfy all of Customer's requirements (ii) the use of the Products may not be uninterrupted or error-free, and (iii) detrimental financial results may occur through use of the Products. Customer accepts all consequences resulting from use of the Products.

(b) **Remedies.** In case of breach of warranty, Parlano will use commercially reasonable efforts to correct or replace any defective Software. Customer acknowledges that this Paragraph sets forth Customer's exclusive remedy, and Parlano's exclusive liability, for any breach of warranty or other duty related to the quality of the Products.

(c) **Limitation.** Parlano shall have no obligation to Customer under this Section if the nonconformity or defect results from (i) a correction or modification of the Product not provided by Parlano, (ii) the failure to promptly install an Enhancement if installation of such Enhancement would have avoided the nonconformity or defect, or (iii) the combination of the Product with other, non-Parlano software.

(d) **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR REQUIRED BY APPLICABLE LAW, ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE PRODUCTS, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY PARLANO, ITS LICENSORS OR REPRESENTATIVES OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, SATISFACTION AND FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED.

7. INDEMNITY

(a) **Indemnity.** If an action is brought against Customer claiming that a Product infringes a U.S. patent, trade secret or copyright, Parlano will defend Customer at Parlano's expense and, subject to this Section and Section 8, pay the damages and costs finally awarded against Customer in the infringement action, but only if (i) Customer notifies Parlano promptly upon learning that the claim might be asserted, (ii) Parlano has sole control over the defense of the claim and any negotiation for its settlement or compromise, and (iii) Customer takes no action that is contrary to Parlano's interest.

(b) **Alternative Remedy.** If a claim described in Section 7(a) may be or has been asserted, Customer will permit Parlano, at Parlano's option and expense, to (i) procure the right to continue using the Product or (ii) replace or modify the Product to eliminate the infringement while providing functionally equivalent performance.

(c) **Limitation.** Parlano shall have no indemnity obligation to Customer under this Section if the infringement claim results from (i) a correction or modification of the Product not provided by Parlano, (ii) the failure to promptly install an Update if installation of such Update would have avoided the infringement, or (iii) the combination of the Product with other non-Parlano software. In addition, in no event shall Customer or any other person have any right or indemnification against Parlano (i) for any damages resulting from the refusal of any government agency to issue a license required for performance hereunder; or (ii) except as provided in Section 7(a), based on the assessment of civil or criminal penalties upon any person for any violation of U.S. or foreign laws or regulations.

8. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES WILL PARLANO BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CUSTOMER'S CLAIMS (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF DATA, GOODWILL, USE OF MONEY OR USE OF THE PRODUCTS, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), ARISING OUT OF THE PERFORMANCE OR NON-PERFORMANCE OF THE PRODUCTS (WHETHER RESULTING FROM A DEFECT OR ERROR IN THE PRODUCTS OR OTHERWISE), ANY SERVICES RENDERED BY PARLANO PURSUANT TO THIS AGREEMENT, OR BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. EXCEPT FOR PARLANO'S OBLIGATIONS REGARDING INFRINGEMENT INDEMNITY AS SET FORTH IN SECTION 7 "INDEMNITY" IN NO EVENT WILL THE AGGREGATE LIABILITY WHICH PARLANO MAY INCUR IN ANY ACTION OR PROCEEDING EXCEED THE LICENSE FEES ACTUALLY PAID BY CUSTOMER FOR THE SPECIFIC PRODUCT THAT DIRECTLY CAUSED THE DAMAGE. THIS SECTION WILL NOT APPLY ONLY WHEN AND TO THE EXTENT THAT APPLICABLE LAW SPECIFICALLY REQUIRES LIABILITY, DESPITE THE FOREGOING EXCLUSION AND LIMITATION.

9. OWNERSHIP



All trademarks, service marks, patents, copyrights, trade secrets and other proprietary rights in or related to the Products are and will remain the exclusive property of Parlano, whether or not specifically recognized or perfected under local applicable law. Customer will not take any action that jeopardizes Parlano's or its licensor's proprietary rights or acquire any right in the Products, except the limited use rights specified in Section 2. Parlano will own all rights in any copy, translation, modification, adaptation or derivation of the Products, including any improvement or development thereof.

10. CONFIDENTIALITY

(a) **Confidentiality.** Customer acknowledges that the Products constitute and incorporate confidential and proprietary information developed or acquired by or licensed to Parlano. Customer will take all reasonable precautions necessary to safeguard the confidentiality of the Products, including at a minimum those taken by Customer to protect Customer's own confidential information. The placement of copyright notices on these items will not constitute publication or otherwise impair their confidential nature.

(b) **Disclosure.** Customer will not disclose, in whole or in part, the Products or any portion thereof or other information that has been designated as confidential to any individual, entity or other person, except to those of Customer's employees or consultants who require access for Customer's authorized use of the Products, provided such consultants agree in writing to comply with the use and non-disclosure restrictions applicable to the Products under this Agreement. Customer acknowledges that any unauthorized use or disclosure of the Products may cause irreparable damage to Parlano. Parlano agrees to take the same action regarding any information designated in writing as proprietary, which it receives from Customer ("Customer Information").

(c) **Limitation.** Neither Parlano nor Customer will have any confidentiality obligation with respect to any portion of the Products or Customer Information that (i) the receiving party knew or independently developed before receiving such Products or Customer Information under this Agreement, (ii) the receiving party lawfully obtained from a third party under no confidentiality obligation, (iii) became available to the public other than as a result of any act or omission by the receiving party or any of receiving party's employees or consultants, or (iv) which is requested pursuant to a judicial or government request, requirement or order under law, provided that the receiving party provides the other party with sufficient prior notice to the extent practicable in order to contest such request, requirement or order or to seek protective measures.

11. TERMINATION

Customer may terminate this Agreement or any Product Schedule, without right to refund, by providing Parlano ninety (90) days written notice of such termination. Parlano may terminate this Agreement immediately and without judicial or administrative resolution, if Customer or any of Customer's employees or consultants breach any term or condition hereof. This Agreement will terminate automatically if Customer becomes insolvent or enters into bankruptcy, suspension of payments, moratorium, reorganization, or any other proceeding that relates to insolvency or protection of creditors' rights.

Upon the termination of this Agreement for any reason, all rights granted to Customer hereunder will cease, and Customer will promptly (i) purge the Products from the Designated Hardware and all of Customer's computer systems, storage media and other files, (ii) destroy the Products and all copies thereof, and (iii) deliver to Parlano an affidavit which certifies that Customer has complied with these termination obligations. The provisions of Sections 5, 8, 9, 10 and 14 will survive the termination of this Agreement.

12. INSPECTION

During the term of this Agreement, Parlano or its representative may, upon reasonable prior notice to Customer, inspect the files, computer processors, equipment and facilities of Customer during normal working hours to verify Customer's compliance with this Agreement. While conducting such inspection, Parlano or its representative will be entitled to copy any item that Customer may possess in violation of this Agreement.

13. ASSIGNMENT

Neither party may assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the other party's prior approval, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party shall have the right to assign this Agreement, upon notice to the other party, in connection with the sale of substantially all of its assets or a merger, consolidation or other corporate reorganization, provided further that no such assignment shall relieve such party of its obligations hereunder. Any assignment of this Agreement must be consistent with the representations, warranties and undertakings of this Section.

14. U.S. EXPORT RESTRICTIONS AND EXPORT CONTROL RESPONSIBILITY

Customer acknowledges that it shall comply with all applicable export, securities and futures laws and regulations of the United States, foreign authorities, regulatory and self-regulatory authorities and exchanges, as applicable. In the event of a conflict between U.S. and foreign export laws and regulations, U.S. export laws and regulations shall prevail. Customer further agrees to adhere to all provisions of the Export Administration Regulations administered by the Bureau of Export Administration of the U.S. Commerce Department, including without limitation all restrictions on the export, reexport and transfer of encryption items, and to adhere to all embargo and other transactional controls administered by Office of Foreign Assets Control of the U.S. Treasury Department.

Customer assumes full responsibility for the following: (i) determining the Export Control Classification Number, if any, applicable to the Products, (ii) determining any export licensing requirements applicable to the Products, and (iii) obtaining any license or other authorization required for any exports or reexports of the Product. In the event that Parlano elects, in its sole discretion, to apply for an export license or other authorization which Parlano determines is required to provide the Products or any information or service related to the Products to Customer, Customer shall reimburse Parlano for expenses incurred by Parlano in that regard.

15. RESTRICTED RIGHTS

If Customer is a U.S. government agency, in accordance with section 12.212 of the Federal Acquisition Regulations, Customer acknowledges that its use, duplication and disclosure of the Products are governed by, and subject to, this Agreement. If, for any reason, that section 12.212 is not applicable, Customer acknowledges that its use, duplication and disclosure of the Products are subject to the Commercial Computer Software Restricted Rights clause, FAR 52.227.19(c).

16. MARKETING



Customer agrees that Parlano may use Customer's name, logo, quotes and/or statements in Parlano press releases, product brochures and other marketing materials, financial reports and prospectuses, indicating that Customer is a user of the Software and a customer of Parlano. Parlano shall be required to first obtain prior consent from Customer, such consent not to be unreasonably withheld or delayed.

17. MISCELLANEOUS

All notices or approvals required or permitted under this Agreement must be given in writing. Any terms and conditions of any unilateral letter, memorandum, purchase order or other writing issued by Customer shall not be binding on Parlano. Any waiver or modification of this Agreement will not be effective unless executed in writing and signed by an authorized representative of Parlano and Customer. This Agreement will bind Customer's successors-in-interest. This Agreement will be governed by and interpreted in accordance with the laws of the State of Illinois.

If any provision of this Agreement is held to be unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement, unless Parlano in good faith deems the unenforceable provision to be essential, in which case Parlano may terminate this Agreement effective immediately upon notice to Customer.

Parlano and Customer are independent parties. Nothing in this Agreement will be construed to make one party an agent, employee, franchisee, joint venture, partner or legal representative of the other party. Neither party will either have or represent itself to have any express or implied authority to bind the other party to act on its behalf.

This Agreement constitutes the complete and entire statement of all conditions and representations of the agreement between Parlano and Customer with respect to its subject matter and supersedes all prior writings or understandings.

Parlano Software Evaluation Terms

License. Subject to the terms of this Agreement, Parlano grants to Customer a limited, personal, non-exclusive, non-transferable license to use and test the following Parlano Software (in object code only, as applicable): MindAlign, at the Customer Address specified herein solely to evaluate their suitability for Customer's business requirements. Parlano retains all right, title and interest in and to the Parlano Products and any and all modifications thereto. Customer will not decompile, disassemble or reverse engineer any Parlano Product. The Parlano Products may not be copied or otherwise reproduced. Evaluation Period: Beginning Date: _____; End Date: _____ (not to exceed 45 days without Parlano's written permission).

Ownership. All trademarks, service marks, patents, copyrights, trade secrets and other proprietary rights in or related to the Products are and will remain the exclusive property of Parlano or its licensors, whether or not specifically recognized or perfected under applicable law. Customer will not take any action that jeopardizes Parlano's or its licensors' proprietary rights. Customer acknowledges and agrees that it acquires no right in the Products, except the limited use license specified above. Parlano and its licensors, as applicable, will own all rights in any copy of the Products or any derivative work, including any improvement or development of the Products.

Confidentiality. Any nonpublic information disclosed by a party or its affiliate, its related entities and/or agents ("Disclosing Party") designated confidential or that, under the circumstances surrounding receipt, the receiving party ("Receiving Party") should know is treated as confidential by Disclosing Party ("Confidential Information") will be kept strictly confidential by Receiving Party and will not, without the Disclosing Party's authorization, be disclosed to any third party or used by the Receiving Party for its own benefit except as contemplated by this Agreement. Any Parlano Products provided hereunder constitute Confidential Information, and Customer will not disclose, de-compile, disassemble nor otherwise reverse engineer such Parlano Product. Confidential Information does not include information: (i) known to Receiving Party before receipt hereunder or later independently developed; (ii) lawfully obtained from a third party without restriction and without breach of an obligation to keep it confidential; or (iii) that becomes publicly available other than as a result of an act or omission of Receiving Party.

Disclaimer. THE PARLANO PRODUCTS ARE PROVIDED ON AN "AS IS, WITH ALL DEFECTS" BASIS. PARLANO AND PARLANO MAKE NO WARRANTIES, REPRESENTATIONS OR CONDITIONS CONCERNING THE PRODUCTS, THE PARLANO OFFERING(S) OR ANY OTHER MATERIALS, SERVICES, INFORMATION, OR TECHNOLOGY, AND PARLANO AND PARLANO EXPRESSLY DISCLAIM ALL SUCH WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND NON-INFRINGEMENT AND THE IMPLIED WARRANTIES AND CONDITIONS AGAINST HIDDEN DEFECTS ("VICES CACHÉS").

Liability Limitation. UNDER NO CIRCUMSTANCES WILL PARLANO OR PARLANO BE LIABLE FOR CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF CUSTOMER OR ANY OTHER PARTY ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, FAILURE OF ANY REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE OR OTHERWISE. NOTWITHSTANDING THE FORM (e.g., CONTRACT, TORT, OR OTHERWISE) IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT, IN NO EVENT WILL PARLANO OR PARLANO OR ITS SUPPLIERS BE LIABLE FOR DAMAGES OR LOSSES THAT EXCEED, IN THE AGGREGATE, IN THE AGGREGATE, FOR EACH RESPECTIVE BREACH OR SERIES OF RELATED BREACHES THE AMOUNT OF SOFTWARE LICENSE FEES PAID OR PAYABLE BY CUSTOMER FOR THE PRODUCTS THAT GAVE RISE TO SUCH DAMAGES OR LOSSES FOR THE PRECEDING TWELVE MONTH PERIOD.

Term and Termination. The term of this Agreement will begin and end on the dates specified in the Evaluation Period above. This Agreement may be terminated by Parlano upon notice to Customer in the event Customer breaches this Agreement. Upon termination or expiration, Customer will delete, destroy or return to Parlano at its option all copies and partial copies of any Confidential Information or Products. The sections regarding Ownership, Confidentiality, Limited Warranty, Disclaimer, Liability Limitation and Term and Termination will survive any expiration or termination of this Agreement.

General. Customer may not assign or otherwise transfer, by operation of law or otherwise, any of its rights under this Agreement. If any provision of this Agreement is held unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement. This Agreement and its schedules constitute the complete and entire statement of all terms, conditions, and representations of the agreement between Parlano and Customer with respect to its subject matter and supersede all prior writings or understandings.



ATTACHMENT B

AUTONOMY SUPPORT SCHEDULE

The following support is provided for the Software provided that Licensee has paid the applicable Support Fee:

- (a) Support and maintenance services consisting of error correction and telephone and e-mail support, during normal business hours (6:00 a.m. to 4.00 p.m. PST Monday to Friday except for US public holidays) to Licensee's designated Technical Support Contact concerning the installation and use of the then current release of the Software and the previous sequential release for a period of six months following availability of the current release.
- (b) Autonomy shall have no obligation to support:
 - (i) altered, damaged or modified Software or any portion of the Software incorporated into other software;
 - (ii) problems caused by Licensee's negligence, abuse, misapplication or use of the Software other than as specified in the Documentation, or other causes beyond the control of Autonomy; or
 - (iii) Software installed on a system that is not supported by Autonomy.

Autonomy shall have no liability for changes in Licensee's hardware necessary to use the Software due to a workaround or maintenance release.

- (c) Access to Support — Telephone: (877) 333-7744; Fax: (415) 243-9984; Web: <http://automater.autonomy.com>

- (d) Call Logging/Service Levels

- Licensee will be assigned with a ticket number within agreed response times, to be used in all subsequent correspondence concerning the problem.
- Each problem will be assigned a priority in accordance with the following guidelines:
 - Priority A – Critical: Product non-operational resulting in severe business impact to a production system. No workaround available.
 - Priority B – Urgent: Significant product functionality affected. Production system impacted.
 - Priority C – Important: Minimum product functionality impact. No significant business impact.
 - Priority D – Change Request: Request for new feature and functionality for consideration by Autonomy's product development team.

- (e) Problem Response Time — Standard response times to problems within agreed technical support hours, are as follows:

- Priority A – Critical: 30 minutes
- Priority B – Urgent: 1 hour
- Priority C – Important: 8 hours



- Priority D – Change Request: 1 week

(f) Problem Resolution — Problem resolution is dependent upon the provision of requested information (system and Licensee’s log files, configuration files, etc.) and system access within agreed technical support hours.

- In the case of Priority A problems, Autonomy’s technical support team will make all reasonable endeavours to initiate resolution within 30 minutes of the initial response.
- In the case of Priority B problems, Autonomy’s technical support team will make all reasonable endeavours to initiate resolution within 1 hour of the initial response, where appropriate.
- In the case of Priority C problems, Autonomy’s technical support team will make all reasonable endeavours to initiate resolution within 5 working days of the initial response, where appropriate.
- In the case of Priority D requests, Autonomy’s technical support team will supply an answer within one and a half months from the receipt of a change request

(g) Problem Escalation — In the case where the Licensee believes a problem requires more intensive investigation, the problem will be escalated to the escalation manager through the standard call logging procedure, referencing the ticket number. The escalation manager will contact the Licensee to explain how the escalation is to be dealt with, either through an increase in priority (due to increased business impact) or some other mechanism.

Parlano's Support Schedule

This Support Guide sets forth the terms, conditions, and procedures under which Parlano will provide Support to the Customers who have purchased maintenance and support for the Software included in the Parlano Offering (collectively "Products" for purposes of this Support Guide). Parlano does not support Third Party Software.

1. General Scope. Support will consist of: (i) reasonable telephone support; (ii) correction of errors to keep the Products in conformance with the applicable user documentation; and (iii) any updated versions of the Products provided by Parlano to its general customer base subscribing to Maintenance at no additional charge ("Enhancements"). Support will not include: (i) assembly, set-up, installation, or configuration of hardware and software; (ii) consultation, error correction, or research with respect to Customer-created documents and information; (iii) on-site support; and (iv) any other separately-priced services Parlano does not generally provide as part of its maintenance and support for its end user customers.

2. Support.

First Level Support: (problem verification and process management) requires a relatively low, but broad degree of product expertise. First Level activities include the following:

- Promptly providing to its customers, all Enhancements received from Parlano,
- Maintain problem log
- Provide problem description and definition
- Manage remote connections
- Maintain customer configuration data
- Address software installation inquiries and problems remotely
- Provide appropriate quality metrics to management
- Provide remote system administration and configuration assistance
- Attempt problem reproduction
- Resolution of simple, repetitive problems

Second Level Support: (problem determination and temporary fix) requires both broad and in-depth product expertise. Second Level Support has responsibility for problem trouble-shooting, and implementation of problem avoidance and work-arounds. Second Level activities include the following:

- Provide problem reproduction details
- Provide problem determination and verification
- Perform remote diagnosis
- Provide patch to Customer and assist with implementation

3. Parlano Support. Parlano will provide Support to the Customer within the response times described below for Severity 1, 2, 3 and 4 situations. "Parlano Support" includes:

Third Level Support: (i) maintenance of a support center to which Channel Partner can report Product-related problems to Parlano or obtain technical assistance from Parlano during the support center hours as set forth below; and (ii) advanced troubleshooting of issues that have been determined through Second Level Support to be potential failures of the software. Parlano will respond to Channel Partner's trouble report as set forth below commencing upon receipt of Channel Partner 's trouble report, which report must contain all necessary information to identify and isolate the Product error.

4. Customer Support

Technical Support and Contact Points. The Parlano Customer Support Centers are London and Chicago.. Customer will have access to Parlano's technical support personnel ("Technical Support") at the assigned center during the normal business hours for that center. Public holidays are recognized and considered to be non-business days. Please see below for the contact information and normal business hours of operation for each Support Center. Communications with Technical Support may be via telephone or e-mail. Parlano provides a single point of contact that routes requests/problems to the appropriate Technical Support personnel. In addition to the support obligations listed above, Parlano shall provide the following support twenty (24) hours a day, seven (7) days a week: (a) pager support for Severity 1 level issues; and (b) MindAlign channel support

North American Support Center (Chicago)
Hours (M-F): 9:00am - 6:00pm CST
e-mail: support@parlano.com
Phone: 866-727-5266 (toll free) or 312-655-8330 (direct)



European Support Center (London)
Hours (M-F): 7:00am -17:00pm BST
e-mail: support@parlano.com
Phone: +44 1622 88 4810

5. Severity Levels. Technical Support shall prioritize problems/requests according to the severity levels set forth below. Parlano will use remote diagnostic procedures to diagnose and remedy malfunctions. Parlano will use commercially reasonable efforts to respond according to the Response Specifications set forth below with respect to the Severity Level assigned to the problem:

Severity 1 – Critical

The Products suffer an error or issue in a production down situation which cannot be reasonably circumvented and which so substantially impairs the performance of the Products or any components of the Products, which are critical to the Customer's business as to effectively render them unusable. Parlano will acknowledge any such reported error or issue within one (1) hour and Parlano will work twenty-four (24) hours a day, seven (7) days a week to identify the error or issue and provide an applicable fix.

Severity 2 – Serious

The Products suffer an error or issue, which cannot be reasonably circumvented, and which substantially impairs the use of one or more portions or features of the Products required by Customer to perform necessary business functions but does not effectively render the Products unusable as a whole. Parlano will acknowledge any such reported error or issue within two (2) hours and, if Customer is using the Products in production, will work continually within normal business hours or as required by Customer to identify the error or issue and provide an applicable fix or workaround as required.

Severity 3 – Moderate

The Products suffer a low impact error or issue (which is not of Severity 1 or Severity 2) which impairs the use of the features of the Products, but the reported error or issue can be reasonably circumvented. Parlano will acknowledge any such reported error or issue within eight (8) hours and will work within normal business hours to identify the error or issue and provide a mutually agreed upon resolution to the problem.

Severity 4 – Minor

The Products do not incur an error and allow Customer to function normal business operations; however, Customer inquiries about existing documentation, training, or standard use of the Products. Parlano will acknowledge any such inquiry within twenty-four (24) hours and will work within normal business hours to address and resolve the inquiry.

* Response times for Parlano Support assume that Customer has immediately connected with a Parlano support contact or that a voice-mail, e-mail, or MindAlign has been sent specifying the nature of the Customer's problem.

6. Response. The severity level of the problems reported hereunder shall be determined by Parlano. Where Parlano Support is required, Parlano will resolve each reported error or issue with the Products by using commercially reasonable efforts to provide: (i) an object code patch to the Products or other permanent fix as necessary; or (ii) a mutually acceptable reasonable workaround for the error or issue; or, if either (i) or (ii) are not reasonably practicable, a specific action plan regarding how Parlano intends to address the reported error or issue and an estimate on how long it may take to correct or workaround the error or issue. In the event Parlano fails to meet its obligations under this Section, Parlano will provide a root cause analysis including definition, corrections and process improvement plan. If a permanent repair cannot be made, a temporary resolution (bypass and recovery) will be implemented to the extent possible.

7. Parlano Issues. Parlano Support covers any issue or problem that is the result of a verifiable, replicable error (Parlano will use all reasonable means to verify and replicate) in the Product ("Verifiable Parlano Issue"). An error will be a Verifiable Parlano Issue only if it constitutes a material failure by the Product to function in accordance with the specifications described in the user manuals that are delivered with the Product ("Documentation") and is not the result of a modification to the Product not provided by Parlano or the combination of the Product with Customer's equipment or software and/or third party software or equipment, unless such equipment or software was expressly specified in the Documentation as being interoperable with the Product. If the Product is installed on Customer's premises, rather than a Parlano data center, Parlano Support will only be available if Customer has installed all Enhancements and upgrades provided by Parlano.

8. Out of Scope Support. If and to the extent that Parlano Technical Support determines that a particular problem is not caused by a Verifiable Parlano Issue, Parlano is not obligated to provide Parlano Support under this Agreement. All onsite support will be considered out of scope support but may be offered by Parlano as Additional Support under Section 9 below. The following items also constitute out of scope support:

- a. Support required by causes external to the Products, including but not limited to:
 - i. Causes other than ordinary use by Customer (including Acts of God).
 - ii. Deliberate or negligent acts by anyone other than Parlano or its employees, agents, or subcontractors.



- iii. Failure to provide a suitable operating environment.
- b. Unnecessary maintenance and/or telephone support services (e.g., the Product was operational and actually functioning in accordance with the Documentation).
- c. Maintenance, programming, and/or telephone support for Customer's use of or compatibility problems from software or equipment not purchased from Parlano.

9. Additional Support. Technical Support may also determine that a request is a request for "Additional Support." Additional Support is any assistance not covered above. Examples of Additional Support include any and all onsite support (including all travel and living expenses incurred due to a request for onsite support), substantive questions regarding data or results, requests for product customization, specialized training regarding use of the Products, custom documentation, and consulting. If Parlano believes that it can appropriately and effectively provide the requested services, it may offer such services at its then-current rates upon its standard terms.

10. Customer Responsibilities. Customer accepts sole responsibility for any compatibility problems between the Products and any other application software or non-current software programs not maintained or supported by Parlano.

11. Submitting a Request. At the time of your initial call, e-mail, or MindAlign Chat please prepare to provide:

- 1. Your name, company name, Customer name, location and product the Customer is using
- 2. The type of browser (with release version) and hardware the Customer is using
- 3. Telephone number and alternate method of contact (i.e. a pager number or email address)
- 4. A concise description of your problem or question
- 5. The circumstances under which the problem does or does not occur
- 6. Specific error messages, error numbers and program numbers

12. Resource Allocation. In the event of multiple problems or requests from other customers, resources shall be allocated in accordance with the Response Specifications.

13. Cessation of Services for Software. As Parlano releases new versions of the Products, Parlano reserves the right to discontinue or modify the terms of the support described herein for all non-current versions. Parlano shall provide at least ninety (90) days notice of such discontinuance or modification; provided however, that Parlano will continue to support the version immediately preceding the then-current version of the Products for a period of no less than twelve (12) months from the release of the then-current version.

14. Limitation. This Support Guide states Parlano's sole and exclusive remedies with respect to support of any Product.

