



H3 Solutions Inc.
10432 Balls Ford Road
Suite 230
Manassas, VA 20109
703-335-2311

**TERMS AND CONDITIONS APPLICABLE TO H3 SOLUTIONS, INC.
INFORMATION TECHNOLOGY (IT)
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)**

Table of Contents

1. SCOPE.....	2
2. PERFORMANCE INCENTIVES.....	2
3. ORDER.....	2
4. PERFORMANCE OF SERVICES.....	2
5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989).....	3
6. INSPECTION OF SERVICES:	4
7. RESPONSIBILITIES OF THE CONTRACTOR:	4
8. RESPONSIBILITIES OF THE ORDERING ACTIVITY:.....	4
9. INDEPENDENT CONTRACTOR:.....	4
10. ORGANIZATIONAL CONFLICTS OF INTEREST	4
11. INVOICES:	5
12. PAYMENTS:	5
13. RESUMES:	5
14. INCIDENTAL SUPPORT COSTS:	5
15. APPROVAL OF SUBCONTRACTS:	5
16. DESCRIPTION OF IT/EC SERVICES AND PRICING.....	6
GSA Price List	10
USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS.....	11



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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.



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- 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.
 - (1) 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.



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6. INSPECTION OF SERVICES:

- a. 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:

- a. 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:

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

9. INDEPENDENT CONTRACTOR:

- a. 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.
 1. “Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.
 2. “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.
 3. 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



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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:

- a. The Contractor, upon completion of the work ordered, shall submit invoices for IT/EC 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. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition. As prescribed in 16.601(e)(3), insert the following provision:

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

13. RESUMES:

- a. Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS:

- a. 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:



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- a. 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/EC SERVICES AND PRICING

Mobile Entrée Subject Matter Expert (ME SME)

Minimum/General Experience: Works independently as a high level technical expert, providing both external and internal consulting services. Has an extensive technical background related to the Mobile Entrée software, and experience directly related to working with companies providing the underlying technology.

Functional Responsibilities: Works with technical staff and/or customer to evaluate and develop solutions for large complex software/systems problems using Mobile Entrée software. Maintains a high level of technical expertise through research and regular attendance at technical seminars, classes and workshops relative to the Mobile Entrée software. The areas of technical expertise associated to the Mobile Entrée commercial technology) consist of one or more of the following areas: systems development, systems analysis, systems design, systems deployment, systems integration, systems backup, systems security, data conversion and legacy system interoperability, as well as network planning, design, development and support. Provides guidance and direction to all levels of technical staff and makes recommendations to clients based on emerging trends in their area of technical expertise.

Qualifications: Bachelors degree (or higher) in Math or Computer Science, or technical training equivalent related to specialized subject expertise. 3 years' work experience related to the Mobile Entrée software. Working knowledge directly related to company providing the underlying technology. Has direct contact with key technical resources within the company providing the underlying technology.

Principal SharePoint Consultant

Minimum/General Experience: Three years' experience managing development and lifecycle support in an Information Systems environment using Microsoft SharePoint technology. All of the skills and knowledge of a Principal Consultant are required along with in-depth management experience in SharePoint systems architecture, networking, project



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management and systems integration. For business applications work, Principle experience is required, in addition to applying SharePoint technology in business process reengineering.

Functional Responsibilities: Manages high-level activities, including problem definition, planning, requirements research, studies and analyses, system analysis, design and programming of very complex automated systems. Responsible for managing all tasks associated with planning, design, development, integration, backup planning, security, implementation, and acceptance phases using SharePoint technology. Is responsible for managing the formulation and definition of system scope and objectives. Ensures the utilization of emerging and advanced technical knowledge for all phases of SharePoint systems planning, analysis, design, programming, implementation, and maintenance. This may also include managing research, software system support, network system support, configuration management, quality assurance, system performance evaluation, life cycle management. Devises or modifies procedures to solve complex problems, including resource allocation. Prepares and delivers presentations and briefings.

Qualifications: Three years of recent and substantive management experience directly relevant to the Microsoft SharePoint technology technical area and the subject matter of the task may be substituted for the educational requirement.

Principal Consultant

Minimum/General Experience: Six years experience managing development and lifecycle support in an Information Systems environment using advanced information technology client/servers and Web tools. All of the skills and knowledge of a Senior Consultant are required along with in-depth management experience in information systems architecture, networking, project management and systems integration. For business applications work, Senior Principle experience is required, in addition to management expertise in business process reengineering.

Functional Responsibilities: Manages high-level activities, including problem definition, planning, requirements research, studies and analyses, system analysis, design and programming of very complex automated systems. Responsible for managing all tasks associated with planning, design, development, integration, backup planning, security, implementation, and acceptance phases. Is responsible for managing the formulation and definition of system scope and objectives. Ensures the utilization of emerging and advanced technical knowledge for all phases of automated application systems planning, analysis, design, programming, implementation, and maintenance. This may also include managing research, software system support, network system support, configuration management, quality assurance, system performance evaluation, life cycle management, etc. Devises or modifies procedures to solve complex problems, including resource allocation. Prepares and delivers presentations and briefings.



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Qualifications: A minimum of six years of recent and substantive management experience directly relevant to the technical area and the subject matter of the task.

Senior Consultant

Minimum/General Experience: Five years experience in an ADP environment utilizing current advanced information systems technologies. Has experience with application development, COTS integration, advanced operating systems and/or database expertise, including advanced knowledge of SQL programming, rapid prototyping, and business modeling, DBA skills, at least one 3GL, a basic understanding of RDBMS architecture and SQL. Experience with relational databases and Web tools including SQL Server, Java, Flash, and Visual Studio .Net. For business applications development work, technical experience with the functional aspects of corporate or government finance and/or manufacturing sectors.

Functional Responsibilities: Formulates and defines requirements, scope and objectives for application systems. Performs studies and analyses, and prepares detailed specifications from which programs will be written. Designs, programs, tests, debugs, installs, documents, trains, and maintains systems, programs, and databases, whether resident on networks, stand-alone PCs, or mainframes. Competent to work at high technical levels in all phases of applications systems planning, analysis, design, development, backup, security, data conversion, legacy system integration, implementation, and maintenance. Regularly operates under short deadlines and heavy workloads. Takes on a lead role for projects as required. Designs and prepares technical and management reports and other documentation. Prepares and delivers briefings.

Qualifications: A minimum of five years of recent experience that is substantive and directly relevant to the technical area and subject matter of the task.

Consultant

Minimum/General Experience: Four years experience in an ADP environment utilizing current advanced information systems technologies. If task related, a minimum of three years actual project experience in design theory, at least two years of which is in advanced technology. Has experience with application development, COTS integration, advanced operating systems and/or database expertise, including advanced knowledge of SQL programming, rapid prototyping, and business modeling. A basic understanding of RDBMS architecture and SQL. Experience with relational databases and Web tools including SQL Server, Java, Flash, and Visual Studio .Net. For business applications development, basic experience with the functional aspects of corporate/government finance and/or manufacturing sectors.



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Functional Responsibilities: Participates in all phases of automated systems design and development. Performs requirements research, systems analysis, design, programming, backup, security, integration, data conversion, legacy system integration, testing, documentation, implementation, and training of application programs/systems. Applies advanced technologies, principles, and methods to arrive at automated solutions. Designs and prepares technical reports and other documentation.

Qualifications: A minimum of four years of recent experience that is substantive and directly relevant to the technical area and subject matter of the task.

Associate Consultant

Minimum/General Experience: Three years experience in an ADP environment utilizing current information systems technologies. Or, a minimum of two years actual project experience in basic application/system design theory. For application development, possesses a working knowledge of RDBMS including knowledge of SQL (as used in Oracle, Microsoft SQL Server, etc.) and operating systems or database expertise. Experience with relational databases and Web tools including SQL Server, Java, Flash, and Visual Studio .Net.

Functional Responsibilities: Participates in all phases of automated system design and development. Performs requirements research, systems analysis, design, programming, integration, testing, documentation, implementation, and training of application programs/systems. Applies current technologies, principles, and methods to arrive at automated solutions. Designs and prepares technical reports and other documentation.

Qualifications: A minimum of three years of recent experience that is substantive and directly relevant to the technical area and the subject matter of the task.

Associate II Consultant

Minimum/General Experience: Two years experience (obtained within the past three years) in an ADP environment utilizing current information systems technologies. Or, a minimum of two years actual project experience in basic application/system design theory. For application development and or documentation development, possesses a working knowledge of RDBMS including knowledge of SQL (as used in Oracle, Microsoft SQL Server, etc.) and operating systems or database expertise. Knowledge of relational databases, Web development tools including SQL Server, Java, Flash and Visual Studio .NET.

Functional Responsibilities: Participates in all phases of automated system design and development. Performs requirements research, systems analysis, design, programming, integration, testing, documentation, implementation, and training of application



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programs/systems. Applies current technologies, principles, and methods to arrive at automated solutions. Designs and prepares technical reports and other documentation.

Qualifications: A minimum of two years of recent experience that is substantive and directly relevant to the technical area and the subject matter of the task.

GSA Price List

Labor Category	GSA Rate
Mobile Entrée Subject Matter Expert (ME SME)	\$172.28
Principal SharePoint Consultant	\$143.56
Principal Consultant	\$124.74
Senior Consultant	\$115.14
Consultant	\$111.10
Associate Consultant	\$101.00
Associate II Consultant	\$95.95



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

PREAMBLE

H3 Solutions, Inc. provides commercial 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 Mike Herres, Office: 703-335-2311, mike.herres@h3s-inc.com, Fax: 703-991-7446.



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Tel: (703) 335-2311
Fax: (703) 991-7446
<http://www.h3s-inc.com>

TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES AND MAINTENANCE OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE - SPECIAL ITEM NUMBERS 132-33 and 132-34

A. Inspection/Acceptance

H3 Solutions, Inc. shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any software that has been tendered for acceptance and shall provide H3 Solutions, Inc. with a notice of acceptance or rejection no later than thirty (30) days after receipt of the software. Failure to provide such notice to H3 Solutions, Inc. shall be deemed acceptance by the Government and H3 Solutions, Inc. shall invoice in accordance with the invoicing provisions of this Schedule Pricelist. H3 Solutions, Inc. reserves the right to repair or replace software at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

B. Guarantee/Warranty

- a. All software furnished pursuant to the terms of this Schedule Pricelist will be guaranteed to conform to be free from defects in materials and workmanship and conform to the OEM's official published specifications. The Contractor will provide all Services in a workmanlike manner; and the Licensed Software will perform according to its written specifications for a period as shown in the pricelist from the date of installation. The warranty period for a program commences on its first day of acceptance and continues for the period shown in the pricelist. During this period, software problems reported to H3 Solutions, Inc. will be corrected or a work-around provided. Thereafter, H3 Solutions, Inc. will provide software maintenance services on a chargeable basis as specified in the pricelist.
- b. H3 Solutions, Inc. does not warrant that the functions contained in a licenses program will meet the Government's requirements or will operate in combinations, which may be selected for use by the Government, or that the operation of the licenses program will be uninterrupted or error-free or that all program defects will be corrected.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, H3 Solutions, Inc. will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items; nor from any licensed software or equipment that has been damaged by accident; neglect; misuse; abuse; or natural disaster or had been subjected to an unsuitable physical operating environment; or not properly maintained in accordance with the procedures recommended by the OEM; or modified without the OEM's prior written consent.

C. Technical Services

During the warranty period, H3 Solutions, Inc., without additional charge to the Government, shall provide a technical support website (<http://support.mobileentree.com>) where customers can submit support requests and have access to a knowledge base. Follow up support calls will be made as necessary.

D. Software Maintenance

- a. Software maintenance service shall be provided during the Warranty Period.



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E. Periods of Maintenance (132-34)

- a. H3 Solutions, Inc. shall honor orders for periods of one year up to three years starting one year after the initial procurement of the software.

F. Utilization Limitations (132-33, and 132-34) - Compliance with FAR 12.212(a). The following provisions shall apply to all government end users who acquire the Software pursuant to the GSA Schedule (“Government End Users”):

These license terms are an agreement between H3 Solutions, Inc., a Virginia corporation (“H3S”) and you in respect to H3S’s Mobile Entrée software. The term “you” shall mean, depending upon the context: (i) all vendors who market, sell and/or install the Mobile Entrée Software; and (ii) the person or entity who owns, leases or operates any computer upon which the Mobile Entrée Software is installed. Please read them. If the Mobile Entrée Software is installed by the vendor upon vendor’s customer’s server, vendor represents and warrants that vendor has the authority to bind the customer to the terms of this

Software License Agreement or, in the event the vendor does not have the authority, vendor will cause the customer to accept the terms of this License Agreement before installing the Mobile Entrée Software on the Customer’s server. In the event the customer does not agree to the terms of this License Agreement, vendor will not install the Mobile Entrée Software on customer’s server. The terms of this License Agreement apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Mobile Entrée software

- updates,
- supplements,
- Internet-based services, and
- support services for this software, unless other terms accompany those items. If so, those terms apply.

1. General.

A. The Mobile Entrée software and any third party software, documentation and any fonts accompanying this License whether on disk, in read only memory, on any other media or in any other form (collectively the "Mobile Entrée Software") are licensed, not sold, to you by H3S ("Mobile Entrée") for use only under the terms of this License, and H3S reserves all rights not expressly granted to you. The rights granted herein are limited to H3S's and its licensors' intellectual property rights in the Mobile Entrée Software as licensed hereunder and do not include any other patents or intellectual property rights. You own the media on which the Mobile Entrée Software is recorded but H3S and/or H3S's licensor(s) retain ownership of the Mobile Entrée Software itself. The terms of this License will govern any software upgrades provided by H3S that replace and/or supplement the original Mobile Entrée Software product, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

There are three types of Mobile Entrée Licenses:

- I. Production License:** Serves end-users/clients, features listed at <http://www.mobileentree.com/download/Pages/License-Matrix.aspx>



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- II. **Developer License:** Provides the same functionality as the production license, the developer license corresponds to the associated production license(s) issued. This is intended for configuration and/or development testing of Mobile Entrée; this is only available with the purchase of at least one Mobile Entrée Production License and/or through the H3S Partner Alliance Program. It is not licensed for a production environment.
- III. **Enterprise Agreement License:** Companies or organizations that have a volume license agreement are authorized to use the software per the signed Enterprise Agreement between them and H3S.

B. Title and intellectual property rights in and to any content displayed by or accessed through the Mobile Entrée Software belongs to the respective content owner. Such content may be protected by copyright or other intellectual property laws and treaties, and may be subject to terms of use of the third party providing such content. This License does not grant you any rights to use such content nor does it guarantee that such content will continue to be available to you. In addition, you are responsible for securing all licenses for all software that may be accessed by you through Mobile Entrée Software.

C. You acknowledge that the Software and any copies that you are authorized by H3S to make are the intellectual property of and are owned by H3S. The structure, organization and code of the Software are the valuable trade secrets and confidential information of H3S. The Software is protected by copyright, including without limitation by United States Copyright Law, international treaty provisions and applicable laws in the country in which it is being used. You acknowledge that H3S retains the ownership of all patents, copyrights, trade secrets, trademarks and other intellectual property rights pertaining to the Software. You will take no actions which adversely affect H3S's intellectual property rights in the Software. Trademarks shall be used in accordance with accepted trademark practice, including identification of trademark owners' names. Except as expressly stated above, this Software License Agreement does not grant you any intellectual property rights in the Software. You shall take all reasonable measures to ensure that all intellectual property rights of H3S shall remain with H3S, including promptly notifying H3S of any possible infringement by third parties of H3S's intellectual property rights and participating with H3S, at H3S's expense, regarding any legal action against such infringement that, in H3S's sole judgment, is necessary.

D. H3S will have the right defend or settle any claim, suit or proceeding brought by a third party that is based upon a claim that the content contained in the Software infringes a copyright or violates an intellectual or proprietary right protected by United States or European Union law ("Claim"), but only to the extent the Claim arises directly out of the use of the Software. H3S shall have sole control over any Claim (including, without limitation, the selection of counsel and the right to settle on your behalf on any terms H3S deems desirable in the sole exercise of its discretion). You may, at your sole cost, retain separate counsel and participate in the defense or settlement negotiations. If the Software or its use becomes the subject of a Claim or its use is enjoined, or if in the opinion of H3S's legal counsel the Software is likely to become the subject of a Claim, H3S shall attempt to resolve the Claim by using commercially reasonable efforts to modify the Software or obtain a license to continue using the Software. If in the opinion of H3S's legal counsel the Claim, the injunction or potential Claim cannot be resolved through reasonable modification or licensing, H3S, at its own election, may terminate this Software License Agreement without penalty, and will refund to you on a pro rata



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Fax: (703) 991-7446
<http://www.h3s-inc.com>

basis any fees paid in advance by you to H3S. THE FOREGOING CONSTITUTES H3S'S SOLE AND EXCLUSIVE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT.

2. Permitted License Uses and Restrictions.

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B. In addition to the restrictions stated above, the H3S's proprietary libraries ("Mobile Entrée DLLs") included with the Mobile Entrée Software are only licensed: (i) for use with the Mobile Entrée Software; (ii) for purposes of developing Mobile Entrée applications; and (iii) for purposes of linking Mobile Entrée applications to the Mobile Entrée Software. You may not otherwise use the Mobile Entrée DLLs for any other purpose, nor may you link, compile or otherwise combine the Mobile Entrée DLLs with your own programs, modify, rent, release, lend, sublicense or otherwise redistribute the Mobile Entrée DLLs, in whole or in part.

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Manassas, VA 20109
Tel: (703) 335-2311
Fax: (703) 991-7446
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10432 Balls Ford Road, Suite 230
Manassas, VA 20109
Tel: (703) 335-2311
Fax: (703) 991-7446
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Manassas, VA 20109
Tel: (703) 335-2311
Fax: (703) 991-7446
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10432 Balls Ford Road, Suite 230
Manassas, VA 20109
Tel: (703) 335-2311
Fax: (703) 991-7446
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 Manassas, VA 20109
 Tel: (703) 335-2311
 Fax: (703) 991-7446
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I. Software and Maintenance Pricing:

Volum e	MFR Part Number	Product Description	GSA Price	Warranty	Country of Origin	SIN
1-2	MEP-12-4	Mobile Entrée Production Web Server License	\$6,108.47	12 Months	US	132.33
3-10	MEP-12-4	Mobile Entrée Production Web Server License	\$5,783.55	12 Months	US	132.33
11-20	MEP-12-4	Mobile Entrée Production Web Server License	\$5,458.64	12 Months	US	132.33
>20	MEP-12-4	Mobile Entrée Production Web Server License	\$5,133.72	12 Months	US	132.33
1-2	MED-12-4	Mobile Entrée Developer Web Server License	\$1,221.69	12 Months	US	132.33
3-10	MED-12-4	Mobile Entrée Developer Web Server License	\$1,156.71	12 Months	US	132.33
11-20	MED-12-4	Mobile Entrée Developer Web Server License	\$1,091.73	12 Months	US	132.33
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 10432 Balls Ford Road, Suite 230
 Manassas, VA 20109
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Maintenance One Year is 20% of Production License Price

Volume	MFR Part Number	Product Description	GSA Price	Warranty	Country of Origin	SIN
1-2	MEM-12-4-1	Mobile Entrée Production/Developer Web Server License Maintenance	\$1,221.69	12 Months	US	132.34
3-10	MEM-12-4-1	Mobile Entrée Production/Developer Web Server License Maintenance	\$1,160.61	12 Months	US	132.34
11-20	MEM-12-4-1	Mobile Entrée Production/Developer Web Server License Maintenance	\$1,099.53	12 Months	US	132.34
>20	MEM-12-4-1	Mobile Entrée Production/Developer Web Server License Maintenance	\$1,038.44	12 Months	US	132.34



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 10432 Balls Ford Road, Suite 230
 Manassas, VA 20109
 Tel: (703) 335-2311
 Fax: (703) 991-7446
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Maintenance Two Years is 35% of Production License Price

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3-10	MEM-12-4-2	Mobile Entrée Production/Developer Web Server License Maintenance	\$2,031.07	24 Months	US	132.34
11-20	MEM-12-4-2	Mobile Entrée Production/Developer Web Server License Maintenance	\$1,924.17	24 Months	US	132.34
>20	MEM-12-4-2	Mobile Entrée Production/Developer Web Server License Maintenance	\$1,817.27	24 Months	US	132.34



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 Manassas, VA 20109
 Tel: (703) 335-2311
 Fax: (703) 991-7446
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Maintenance Three Years is 45% of Production License Price

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1-2	MEM-12-4-3	Mobile Entrée Production/Developer Web Server License Maintenance	\$2,748.81	36 Months	US	132.34
3-10	MEM-12-4-3	Mobile Entrée Production/Developer Web Server License Maintenance	\$2,611.37	36 Months	US	132.34
11-20	MEM-12-4-3	Mobile Entrée Production/Developer Web Server License Maintenance	\$2,473.93	36 Months	US	132.34
>20	MEM-12-4-3	Mobile Entrée Production/Developer Web Server License Maintenance	\$2,336.49	36 Months	US	132.34