

**FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY INFORMATION
TECHNOLOGY SCHEDULE PRICE LIST**

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

SIN 132-33 - PERPETUAL SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

Application Software

Utility Software

Microcomputers

Application Software

Utility Software

AES, a privately held company headquartered in Menlo Park, California, provides intelligent views into the world of IP networks and services through its proactive performance monitoring products that focus on maximizing the efficiency of critical TCP/IP network and Web site resources.

Applied Expert Systems, Inc.

dba AES

149 Commonwealth Drive

Menlo Park, Ca. 94025

Phone: 650-617-2400

Fax: 650-617-2420

www.aesclever.com

Business Size: Small, Small Disadvantaged, 8(a)

Contract Number: GS35F0252U

Period Covered by Contract: 02/15/2008 THROUGH 02/14/2013

General Services Administration

Federal Acquisition Service

Pricelist current through Modification #_____, dated _____.

For more information on ordering from an Authorized FSS Information Technology Schedule Pricelist click on the FSS Schedules button at <http://www.fss.gsa.gov/>

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

SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

For orders exceeding the 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 Acquisition Service Home Page (www.fss.gsa.gov) contains information on a broad array of products and services offered by small business concerns.

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

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

1. GEOGRAPHIC SCOPE OF CONTRACT:

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

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

Offerors are requested to check one of the following boxes:

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

For Special Item Number 132-53 Wireless Services ONLY, if awarded, list the limited geographic coverage area:

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

AES

149 Commonwealth Dr.
Menlo Park, Ca. 94025

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

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

Finance 650-617-2428
Technical Assistance 650-617-2400

3. LIABILITY FOR INJURY OR DAMAGE

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

4. STATICAL 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: 792722340
Block 30: Type of Contractor - A. Small Disadvantaged Business

Block 31: Woman-Owned Small Business - No
Block 36: Contractor's Taxpayer Identification Number (TIN): 770272723

- 4a. CAGE Code: 1VJX6
- 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	3-5 days
Expedited Delivery:	Not applicable
Overnight and Two Day Delivery:	Not applicable

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 Discount (20% off commercial list) has been deducted.

Available discounts are:

1. 20% off the commercial list price
2. 10% discount off GSA price for serving as a Beta or Reference Site.
3. 15% discount off GSA price for purchasing multiple products during the same purchasing event (The 15%, applied to the product of lesser value, is added to the GSA price if the product is different from the initial product).
4. 50% discount or less. Once yearly or not at all – Seasonal Promotional Pricing

Government Commercial Credit Card Discount: Two percent (2%). Credit cards are accepted for all purchases.

Prompt Payment: An additional 10% discount is available if the payment is received on or before net 30 days from the date of the invoice.

Government Educational Institutions are offered the same discounts as all other Government customers.

8. POINTS OF PRODUCTION

City: Menlo Park

County: County of San Mateo

State: California

TRADE AGREEMENTS ACT OF 1979, as amended:

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

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

10. MINIMUM ORDER: The minimum dollar value of orders to be issued is \$250.00.

11. MAXIMUM ORDER

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

- a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:
Special Item Number 132-33 - Perpetual Software Licenses
- b. Orders exceeding the maximum order mentioned above can be accepted by the **Applied Expert Systems, Inc.** in accordance with Section C.11 of the contract.

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

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

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

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:

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

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS

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

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):

Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the

applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

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

The software is customer installable. Telephone and email support are provided for technical issues. We do not install, maintain or repair equipment.

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 receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply. 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.aesclever.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 TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32), PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. INSPECTION/ACCEPTANCE

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

2. 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:
 - (i.) The Contractor warrants that the Product, as delivered by Contractor, if properly installed on a Designated CPU, is capable of operating in conformance with the Product's current published specifications for a period of twelve months.
 - (ii.) The Contractor warrants that the media on which the Product is furnished will be, under normal use, free from defects in materials and workmanship.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 650-617-2400 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available twenty-four hours a day, seven days a week.

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

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software.

Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

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

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

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

9. SOFTWARE CONVERSIONS - (132-33)

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

Right-to-copy license pricing is not available under the scope of this contract. Right-to-copy is limited solely for the purpose of system back up unless otherwise indicated.

**(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT**

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

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

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____

- (2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____

- (3) The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be _____.
- (4) This BPA does not obligate any funds.
- (5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.
- (6) The following office(s) is hereby authorized to place orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.
- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:
 - (a) Name of Contractor;
 - (b) Contract Number;
 - (c) BPA Number;
 - (d) Model Number or National Stock Number (NSN);
 - (e) Purchase Order Number;
 - (f) Date of Purchase;
 - (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
 - (h) Date of Shipment.

- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

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

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

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

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

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

Here is a general outline on how it works:

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

AES INFORMATION TECHNOLOGY PRICE LIST

PRODUCT PRICING

Price Lists are provided for the following products:

1. N-02-100 CleverView® for TCP/IP
2. N-03-100 Clever eRoute®
3. N-04-100 CleverView® for IP Service Performance
4. N-05-100 Clever Web
5. N-06-100 CleverView® for cTrace Analysis

All pricing reflects the applicable governmental discount and includes the .75% Industrial Funding Fee. For prompt payment, another 10% (ten percent) discount is available.

Pricing includes the following concessions:

1. Free – 8 hour introductory training class per product.
2. Free Shipping.
3. First year maintenance is included at no additional cost.

Product Definitions

DESIGNATED CPU. The term "Designated CPU" means any central processing unit, including its associated peripheral units.

COMPUTER SYSTEMS. The term "Computer Systems" means computer hardware and software systems, products, and components supplied by Applied Expert Systems under this Agreement.

MAINTENANCE. The term "Maintenance" means (i.) Installation. Installation assistance by telephone, fax, or e-mail; (ii.) Support. Support is provided twenty-four hours a day, seven days a week by telephone, fax or e-mail; (iii.) Software Patches/Improvements. Contractor shall provide such improvements, enhancements, extensions and other changes to the Product developed by the Contractor as determined by the Contractor to be suitable to the uses made by the Product by the ordering agency; and (iv.) Operating System Updates. Updates will be provided to cause the Product to operate under new versions or releases of the operating system so long as such Updates are technically feasible. Maintenance is not a part of this FSS Authorized Information Technology Schedule Pricelist.

MSU. The term MSU means Millions of Service Units. It is equivalent to 5.85 MIPS.

PERPETUAL LICENSE. The term "Perpetual License" means the right to use the Product in perpetuity, subject to the terms and conditions of the License Agreement.

PRODUCT. The term "Product" means one or more of the proprietary computer software programs identified in this Schedule, all related materials, documentation and information received by the ordering agency from the Contractor and the published specifications for the Product. **PRODUCTS CONTAIN AUTHORIZATION CODES WHICH PREVENT UNAUTHORIZED USE.**

Product Descriptions

Product Name	Description	Hardware Platforms	Documentation
N-02-100 CleverView® for TCP/IP	CleverView for TCP/IP, the most comprehensive z/OS-based TCP/IP monitor in the industry, provides comprehensive Service Level Reporting and simplified real-time packet tracing for maximum network performance with minimum downtime. The superior performance monitoring of CleverView for TCP/IP makes it the ultimate choice for large IBM®-hosted data centers undergoing wide scale SNA-TCP/IP migration over to EE, TN3270, FTP, WebSphere, and/or other integral TCP-based Business Services.	<p>Host</p> <ul style="list-style-type: none"> • z/OS architecture • 200 3390-type device tracks for the product libraries • 600 3390-type device cylinders for historical databases <p>Server For Windows/Linux:</p> <ul style="list-style-type: none"> • 256 MB of RAM • IBM PC compatible Model Pentium 500MHz or above • 200 MB of hard disk space. <p>PC Workstation:</p> <ul style="list-style-type: none"> • 256 MB RAM • IBM PC compatible Model Pentium 500MHz or above • 200 MB of hard disk space 	<p>Installation Guide</p> <p>User Guide</p> <p>BatchPR</p> <p>Installation and User Guide</p>
N-03-100 Clever eRoute®	CLEVER eRoute can intuitively analyze IP network routes and segments, examining peaks and valleys of performance levels in order to proactively reduce faults and improve response and transaction times, segment by segment. Both internal and external customers consistently remain unaware of this hidden but essential Business Service.	<p>PC Workstation:</p> <ul style="list-style-type: none"> • 128 MB RAM • IBM PC compatible Model Pentium/500 MHz or above • 200 M of hard disk space 	<p>Installation and User Guide</p>
N-04-100 CleverView® for IP Service Performance	CleverView for IP Service Performance provides ongoing monitoring and historical reporting of the availability and performance of specific IP services based on several types of IP Service Group definitions, including: <ul style="list-style-type: none"> • DNS - based on definitions of multiple DNS Primary and Secondary Servers • DHCP Scope and Leasing Groups - currently supporting VitalQIP® Server Management • Telnet - based on multiple Telnet Servers on any IP-addressable host 	<p>PC Workstation:</p> <ul style="list-style-type: none"> • Pentium 4 or equivalent with at least 1.8 GHz • Minimum 1 GB of memory • Minimum 80 GB disk space 	<p>Installation and User Guide</p>

Product Name	Description	Hardware Platforms	Documentation
	<ul style="list-style-type: none"> • FTP - based on multiple FTP Servers on any IP-addressable host • Application - based on TCP port-assigned Business Application Services on any IP host • End-Point - based on single/grouped IP-addressable critical Business End-Points or resources • Router - based on multiple SNMP-based thresholds for Business-essential routers (Cisco routers only). 		
N-05-100 Clever Web	<p>CLEVER Web continuously monitors your Web sites, even to the level of simulating customer transactions. This Web site performance and availability awareness and alerting is coupled with detailed site-loading analysis and historical reporting.</p>	<p>A PC compatible computer with the following:</p> <ul style="list-style-type: none"> • Pentium, or equivalent, • CPU running at 133 MHz or better • 64 MB of memory (more is suggested) • 100 MB of disk space 	Installation and User Guide
N-06-100 CleverView® for cTrace Analysis	<p>CleverView for cTrace Analysis is a z/OS; OS/390; and Network General Sniffer trace analyzer tool. In addition, it uniquely supports a multitude of diverse protocols, such as IPv4 to IPv6, and SNA-IP hybrid networks with support for HPR/EE. CleverView for cTrace Analysis handles a multitude of diverse protocols, providing for performance and network planning, fine-tuning, and cost avoidance.</p>	<p>Workstation Minimum requirement:</p> <ul style="list-style-type: none"> • 800 megahertz or higher processor clock speed • 256 megabytes (MB) of RAM (512 MB recommended) • 250 MB of available hard disk space (more space may be needed to save large traces) <p>Host requirement:</p> <ul style="list-style-type: none"> • z/OS Architecture • 500 – 1000 3390 type device tracks 	Installation and User Guide

Pricing

CleverView® for TCP/IP N-02-100		132-33 - Perpetual Licenses (Including IFF)		
Part Number	Description	Copy 1	Copy 2	Copy 3
N-02-100-A	Tier A: up to 145 MIPS	\$ 22,755.33	\$ 17,066.50	\$ 8,533.25
N-02-100-B	Tier B: from 146 to 236 MIPS	\$ 28,435.48	\$ 21,326.61	\$ 10,663.30
N-02-100-C	Tier C: from 237 to 315 MIPS	\$ 34,859.63	\$ 26,144.73	\$ 13,072.36
N-02-100-D	Tier D: from 316 to 419 MIPS	\$ 40,602.59	\$ 30,451.94	\$ 15,225.97
N-02-100-E	Tier E: from 420 to 557 MIPS	\$ 47,002.36	\$ 35,251.77	\$ 17,625.89
N-02-100-F	Tier F: from 558 to 742 MIPS	\$ 54,426.90	\$ 40,820.17	\$ 20,410.09
N-02-100-G	Tier G: from 743 to 987 MIPS	\$ 61,672.63	\$ 46,254.48	\$ 23,127.24
N-02-100-H	Tier H: from 988 to 1,314 MIPS	\$ 71,004.10	\$ 53,253.07	\$ 26,626.54
N-02-100-I	Tier I: from 1,315 to 1,749 MIPS	\$ 81,409.83	\$ 61,057.37	\$ 30,528.69
N-02-100-J	Tier J: from 1,750 to 2,561 MIPS	\$ 96,680.77	\$ 72,510.58	\$ 36,255.29
N-02-100-K	Tier K: from 2,562 to 5,561 MIPS	\$ 130,149.19	\$ 97,611.89	\$ 48,805.94
N-02-100-L	Tier L: from 5,562 to 8,561 MIPS	\$ 174,009.29	\$ 130,506.97	\$ 65,253.48
N-02-100-M	Tier M: from 8,562 to 11,561 MIPS	\$ 216,512.89	\$ 162,384.67	\$ 81,192.33
N-02-100-N	Tier N: from 11,562 to 14,561 MIPS	\$ 257,660.00	\$ 193,245.00	\$ 96,622.50
N-02-100-O	Tier O: from 14,562 to 17,561 MIPS	\$ 297,450.61	\$ 223,087.95	\$ 111,543.98
N-02-100-P	Tier P: from 17,562 to 20,561 MIPS	\$ 335,884.72	\$ 251,913.54	\$ 125,956.77
N-02-100-Q	Tier Q: from 20,562 to 23,561 MIPS	\$ 372,962.33	\$ 279,721.75	\$ 139,860.87
N-02-100-R	Tier R: from 23,562 to 26,561 MIPS	\$ 408,683.44	\$ 306,512.58	\$ 153,256.29
N-02-100-S	Tier S: from 26,562 to 29,561 MIPS	\$ 443,048.06	\$ 332,286.04	\$ 166,143.02
N-02-100-T	Tier T: from 29,562 to 32,561 MIPS	\$ 476,056.18	\$ 357,042.13	\$ 178,521.07
N-02-100-U	Tier U: from 32,562 to 35,561 MIPS	\$ 507,707.80	\$ 380,780.85	\$ 190,390.42
N-02-100-V	Tier V: from 35,562 to 38,561 MIPS	\$ 538,002.92	\$ 403,502.19	\$ 201,751.09
N-02-100-W	Tier W: from 38,562 to 41,561 MIPS	\$ 566,941.54	\$ 425,206.16	\$ 212,603.08
N-02-100-X	Tier X: from 41,562 to 44,561 MIPS	\$ 594,523.67	\$ 445,892.75	\$ 222,946.38
N-02-100-Y	Tier Y: from 44,562 to 47,561 MIPS	\$ 620,749.30	\$ 465,561.97	\$ 232,780.99
N-02-100-Z	Tier Z: from 47,562 to 50,561 MIPS	\$ 645,618.43	\$ 484,213.82	\$ 242,106.91

Clever eRoute N-03-100		132-33 - Perpetual Licenses (Including IFF)		
Part Number	Description	Copy 1	Copy 2	Copy3
N-03-100-A	Tier 1: up to 100 routers with 1 workstation and 10 Remote eCollectors (Class 1)	\$30,225.00	\$22,668.75	\$11,334.38
N-03-100-B	Tier 2: up to 500 routers with 2 workstations and 20 Remote eCollectors (Class 2)	\$50,254.10	\$37,690.58	\$18,845.29
N-03-100-C	Tier 3: up to 1000 routers with 3 workstations and 30 Remote eCollectors (Class 3)	\$55,090.10	\$41,317.58	\$20,658.79
N-03-100-D	Tier 4: up to 2000 routers with 5 workstations and 50 Remote eCollectors (Class 4)	\$66,043.64	\$49,532.73	\$24,766.37
N-03-100-E	Tier 5: up to 5000 routers with 8 workstations and 80 Remote eCollectors (Class 5)	\$91,364.13	\$68,523.10	\$34,261.55
N-03-100-F	Tier 6: Above 5000 routers with 10 workstations and 100 Remote eCollectors (Class 5+)	\$103,454.13	\$77,590.60	\$38,795.30
N-03-100-G	Tier 7: up to 100 routers with 1 workstation;10 Remote eCollectors and up to 2,500 MIPS for the Host Collector (Class 1 plus Host Collector)	\$42,794.57	\$32,095.93	\$16,047.96
N-03-100-H	Tier 8: up to 500 routers with 2 workstations; 20 Remote eCollectors; and up to 5,000 MIPS for the Host Collector (Class 2 plus Host Collector)	\$67,079.35	\$50,309.51	\$25,154.76
N-03-100-I	Tier 9: up to 1000 routers with 3 workstations; 30 Remote eCollectors; and up to 10,000 MIPS for the Host Collector (Class 3 plus Host Collector)	\$75,711.61	\$56,783.71	\$28,391.85
N-03-100-J	Tier 10: up to 2000 routers with 5 workstations; 50 Remote eCollectors; and up to 15,000 MIPS for the Host Collector (Class 4 plus Host Collector)	\$90,695.15	\$68,021.36	\$34,010.68
N-03-100-K	Tier 11: up to 5000 routers with 8 workstations; 80 Remote eCollectors; and up to 20,000 MIPS for the Host Collector (Class 5 plus Host Collector)	\$120,287.44	\$90,215.58	\$45,107.79

CleverView® for IP Service Performance N-04-100		132-33 - Perpetual Licenses (Including IFF)		
Part Number	Description	Copy 1	Copy 2	Copy3
N-04-100-A	Tier 1: Up to 17,500 IP addresses with up to 2 workstations (Class 1)	\$7,254.00	\$5,440.50	\$2,720.25
N-04-100-B	Tier 2: Up to 52,500 IP addresses with up to 5 workstations (Class 2)	\$14,508.00	\$10,881.00	\$5,440.50
N-04-100-C	Tier 3: Up to 200,000 IP addresses with up to 10 workstations (Class 3)	\$39,897.00	\$29,922.75	\$14,961.38
N-04-100-D	Tier 4: Up to 500,000 IP addresses with up to 15 workstations (Class 4)	\$79,794.00	\$59,845.50	\$29,922.75
N-04-100-E	Tier 5: Up to 1,000,000 IP addresses with up to 25 workstations (Class 5)	\$99,742.50	\$74,806.88	\$37,403.44
N-04-100-F	Tier 6: Up to 5,000,000 IP addresses with up to 50 workstations (Class 6)	\$149,613.75	\$112,210.31	\$56,105.16

Clever Web N-05-100		132-33 - Perpetual Licenses (Including IFF)		
Part Number	Description	Copy 1	Copy 2	Copy3
N-05-100-A	Tier 1: up to 10 URLs per workstation (Class 1)			
N-05-100-A-1	Single workstation	\$ 21,884.61	\$16,291.28	\$8,145.64
N-05-100-A-3	up to 3 workstations	\$ 27,363.70	\$20,522.78	\$10,261.39
N-05-100-A-5	up to 5 workstations	\$ 33,005.70	\$24,754.28	\$12,377.14
N-05-100-A-10	up to 10 workstations	\$ 41,871.70	\$31,403.78	\$15,701.89
N-05-100-B	Tier 2: up to 20 URLs per workstation (Class 2)			
N-05-100-B-1	Single workstation	\$ 24,542.70	\$ 18,407.03	\$ 9,203.51
N-05-100-B-3	up to 3 workstations	\$ 33,005.70	\$ 24,754.28	\$ 12,377.14
N-05-100-B-5	up to 5 workstations	\$ 41,871.70	\$ 31,403.78	\$ 15,701.89
N-05-100-B-10	up to 10 workstations	\$ 56,943.90	\$ 42,707.93	\$ 21,353.96
N-05-100-C	Tier 3: up to 35 URLs per workstation (Class 3)			
N-05-100-C-1	Single workstation	\$ 28,774.20	\$ 21,580.65	\$ 10,790.33
N-05-100-C-3	up to 3 workstations	\$ 42,879.20	\$ 32,159.40	\$ 16,079.70
N-05-100-C-5	up to 5 workstations	\$ 54,969.20	\$ 41,226.90	\$ 20,613.45
N-05-100-C-10	up to 10 workstations	\$ 76,529.70	\$ 57,397.28	\$ 28,698.64
N-05-100-D	Tier 4: up to 50 URLs per workstation (Class 4)			
N-05-100-D-1	Single workstation	\$ 33,005.70	\$ 24,754.28	\$ 12,377.14
N-05-100-D-3	up to 3 workstations	\$ 49,931.70	\$ 37,448.78	\$ 18,724.39
N-05-100-D-5	up to 5 workstations	\$ 66,212.90	\$ 49,659.68	\$ 24,829.84
N-05-100-D-10	up to 10 workstations	\$ 72,741.50	\$ 54,556.13	\$ 27,278.06
N-05-100-E	Tier 5: up to 75 URLs per workstation (Class 5)			
N-05-100-E-1	Single workstation	\$ 40,058.20	\$ 30,043.65	\$ 15,021.83
N-05-100-E-3	up to 3 workstations	\$ 61,578.40	\$ 46,183.80	\$ 23,091.90
N-05-100-E-5	up to 5 workstations	\$ 80,559.70	\$ 60,419.78	\$ 30,209.89
N-05-100-E-10	up to 10 workstations	\$ 90,836.20	\$ 68,127.15	\$ 34,063.58
N-05-100-F	Tier 6: up to 100 URLs per workstation (Class 6)			
N-05-100-F-1	Single workstation	\$ 41,871.70	\$ 31,403.78	\$ 15,701.89
N-05-100-F-3	up to 3 workstations	\$ 75,481.90	\$ 56,611.43	\$ 28,305.71
N-05-100-F-5	up to 5 workstations	\$ 90,836.20	\$ 68,127.15	\$ 34,063.58
N-05-100-F-10	up to 10 workstations	\$ 101,515.70	\$ 76,136.78	\$ 38,068.39

CleverView for cTrace Analysis N-06-100		132-33 - Perpetual Licenses (Including IFF)		
Part Number	Description	Copy 1	Copy 2	Copy3
N-06-100-A	Tier A: up to 145 MIPS	\$ 16,442.40	\$ 12,331.80	\$ 6,165.90
N-06-100-B	Tier B: from 146 to 236 MIPS	\$ 18,726.07	\$ 14,044.55	\$ 7,022.28
N-06-100-C	Tier C: from 237 to 315 MIPS	\$ 20,794.80	\$ 15,596.10	\$ 7,798.05
N-06-100-D	Tier D: from 316 to 419 MIPS	\$ 24,059.10	\$ 18,044.33	\$ 9,022.16
N-06-100-E	Tier E: from 420 to 557 MIPS	\$ 26,235.30	\$ 19,676.48	\$ 9,838.24
N-06-100-F	Tier F: from 558 to 742 MIPS	\$ 30,406.35	\$ 22,804.76	\$ 11,402.38
N-06-100-G	Tier G: from 743 to 987 MIPS	\$ 36,572.25	\$ 27,429.19	\$ 13,714.59
N-06-100-H	Tier H: from 988 to 1,314 MIPS	\$ 38,748.45	\$ 29,061.34	\$ 14,530.67
N-06-100-I	Tier I: from 1,315 to 1,749 MIPS	\$ 40,924.65	\$ 30,693.49	\$ 15,346.74
N-06-100-J	Tier J: from 1,750 to 2,561 MIPS	\$ 49,810.80	\$ 37,358.10	\$ 18,679.05
N-06-100-K	Tier K: from 2,562 to 5,561 MIPS	\$ 59,099.95	\$ 44,324.96	\$ 22,162.48
N-06-100-L	Tier L: from 5,562 to 8,561 MIPS	\$ 65,789.75	\$ 49,342.31	\$ 24,671.16
N-06-100-M	Tier M: from 8,562 to 11,561 MIPS	\$ 81,661.23	\$ 61,245.93	\$ 30,622.96
N-06-100-N	Tier N: from 11,562 to 14,561 MIPS	\$ 101,427.04	\$ 76,070.28	\$ 38,035.14
N-06-100-O	Tier O: from 14,562 to 17,561 MIPS	\$ 102,442.60	\$ 76,831.95	\$ 38,415.98
N-06-100-P	Tier P: from 17,562 to 20,561 MIPS	\$ 103,458.16	\$ 77,593.62	\$ 38,796.81
N-06-100-Q	Tier Q: from 20,562 to 23,561 MIPS	\$ 112,568.65	\$ 84,426.49	\$ 42,213.24
N-06-100-R	Tier R: from 23,562 to 26,561 MIPS	\$ 129,306.58	\$ 96,979.94	\$ 48,489.97
N-06-100-S	Tier S: from 26,562 to 29,561 MIPS	\$ 131,724.58	\$ 98,793.44	\$ 49,396.72
N-06-100-T	Tier T: from 29,562 to 32,561 MIPS	\$ 161,304.78	\$ 120,978.59	\$ 60,489.29
N-06-100-U	Tier U: from 32,562 to 35,561 MIPS	\$ 173,394.78	\$ 130,046.09	\$ 65,023.04
N-06-100-V	Tier V: from 35,562 to 38,561 MIPS	\$ 191,328.28	\$ 143,496.21	\$ 71,748.11
N-06-100-W	Tier W: from 38,562 to 41,561 MIPS	\$ 198,280.03	\$ 148,710.02	\$ 74,355.01
N-06-100-X	Tier X: from 41,562 to 44,561 MIPS	\$ 208,422.20	\$ 156,316.65	\$ 78,158.32
N-06-100-Y	Tier Y: from 44,562 to 47,561 MIPS	\$ 229,109.53	\$ 171,832.15	\$ 85,916.07
N-06-100-Z	Tier Z: from 47,562 to 50,561 MIPS	\$ 235,759.03	\$ 176,819.27	\$ 88,409.64