



**GENERAL SERVICES ADMINISTRATION  
FEDERAL SUPPLY SERVICE  
Authorized Federal Supply 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 GSA Advantage! is: [GSAAdvantage.gov](http://GSAAdvantage.gov)

## Information Technology Category

### TEXT MESSAGING / PAGING SERVICES / PAGING EQUIPMENT

**SIN 517312 - Wireless Mobility Solutions (FPDS CODE D304) Excluding local and long distance voice, data, video, and dedicated transmission services which are NOT mobile.**

Paging Services cellular/PCS Voice Services/Text Messaging

**SIN 532420L Leasing of New Electronic Equipment**

FSC/PSC Class W070 LEASE-RENT OF ADP EQ & SUPPLIES

**SIN 33411 – Purchasing of New Electronic Equipment**

FSC Class 5805 - TELEPHONE AND TELEGRAPH EQUIPMENT Telephone Equipment

FSC CLASS 5830 - INTERCOMMUNICATION AND PUBLIC ADDRESS SYSTEMS, EXCEPT AIRBORNE Pagers and Public Address Systems (wired and wireless transmissions, including background music systems)

## Contract Number: **GS-35F-0282Y**

**Contract Period:** March 26, 2017 to March 25, 2022

**Effective:** August 20, 2020, Modification A824

### **SELECTPATH HOLDING, INC. dba Contact Wireless**

1600 Eubank Blvd NE

ALBUQUERQUE, NM 87112

Phone: (505) 275-4621 Fax: (505) 888-2609

Email: [JWord@contactwireless.com](mailto:JWord@contactwireless.com)

Internet Address: [www.contactwireless.com](http://www.contactwireless.com)

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at [fss.gsa.gov](http://fss.gsa.gov)

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

### **SPECIAL NOTICE TO AGENCIES: Small Business Participation**

SBA strongly supports the participation of small business concerns in the Federal 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.gsaadvantage.gov](http://www.gsaadvantage.gov)). The catalogs/pricelists, GSA Advantage! and the Federal Acquisition Service Home Page ([www.gsa.gov/fas](http://www.gsa.gov/fas)) 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:**

The Geographic Scope of Contract will be domestic delivery only.

*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.

For Special Item Number 517312 Wireless Services ONLY, if awarded, list the limited geographic coverage area: See GSA Pricelist for details.

#### **2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:**

SelectPath Holding, Inc. dba Contact Wireless  
1600 Eubank Blvd, NE  
Bldg B  
Albuquerque, NM. 87112

Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). 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:

T: 505-275-4621

F: 505-888-2609

#### **3. LIABILITY FOR INJURY OR DAMAGE**

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

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

Block 9: G. Order/Modification Under Federal Schedule Contract  
 Block 16: Data Universal Numbering System (DUNS) Number: 961860178  
 Block 30: Type of Contractor: B. Other Small Business  
 Block 31: Woman-Owned Small Business - No  
 Block 37: Contractor's Taxpayer Identification Number (TIN): 85-0437555  
 Block 40: Veteran Owned Small Business (VOSB): No

- 4a. CAGE Code: 3KBP5
- 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)
517312	TBD @ Task Order Level
532420L	5 Days
33411	5 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. Other Special Discounts (i.e. Government Education Discounts, etc.): 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:**

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

**11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)**

- a. The Maximum Order for the following Special Item Numbers (SINs) is \$500,000:  
 Special Item Number 517312 – Wireless Services  
 Special Item Number 532420L - Leasing of Product  
 Special Item Number 33411 - Purchase of New Equipment

**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 2003)**

- (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. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (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.
- (k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

**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 52.212-4)

**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.gsaadvantage.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. 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.

c. The maintenance/repair service provided is the standard commercial terms and conditions for the type of products and/or services awarded.

**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: None

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 33411.

#### **23. SECTION 508 COMPLIANCE.**

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant: N/A

The offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): N/A

The EIT standard can be found at: [www.Section508.gov/](http://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  
WIRELESS SERVICES (SPECIAL ITEM NUMBER 517312)  
PAGING SERVICES**

**1. ACCEPTANCE TESTING**

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

**2. EQUIPMENT**

The Contractor shall make available cellular voice and data devices. The cellular devices offered shall be compatible with the cellular access standards employed within the geographical scope of contract. The Contractor shall provide programming of any cellular telephone device, including Contractor-provided and ordering activity-furnished devices, that conforms to the cellular service furnished by the Contractor.

**3. WARRANTY**

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

The warranty shall commence upon the later of the following:

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

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

**4. MANAGEMENT AND OPERATIONS PRICING**

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

**5. TRAINING**

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below: None.

**6. MONTHLY REPORTS**

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

**7. WIRELESS SERVICE PLAN**

- (a) Describe the wireless service plan and eligibility requirements. Including, but not limited to, service area, monthly service charge, minutes included, etc.
- (b) Describe charges, if any, for additional minutes, domestic wireless long distance, roaming, nights and weekends, etc.
- (c) Describe corporate volume discounts and eligibility requirements, if any.

See GSA Pricelist for details.

SIN #	Service	GSA Price w/ IFF	UOI
<b>I. Pager - Airtime / Activation Fees</b>			
<b>A. Pager Type &amp; Service Area ( Airtime Only)</b>			
517312	1-Way Numeric (Extended Coverage I , CO, NM)	\$10.83	Monthly
517312	1-Way Alphanumeric (Extended Coverage I , CO, NM)	\$14.35	Monthly
517312	1-Way Numeric (Nationwide)	\$21.41	Monthly
517312	1-Way Alphanumeric (Nationwide)	\$24.93	Monthly
<b>B. Account Activation Fees</b>			
517312	Activation Fee – Paging (per pager)	\$20.15	One-Time
517312	Activation Fee – Features (per pager/feature)	\$4.25	One-Time
<b>II. Paging - Additional Features (additional charges)</b>			
<b>A. Coverage Area Options</b>			
517312	Specialized Coverage Area (Site specific / per site / per unit)	\$3.00	Monthly
<b>B. Custom Greeting</b>			
517312	Custom - custom recorded greeting	\$1.01	Monthly
<b>C. Voice Mail</b>			
517312	Min 15/10/30/4 days (V210)	\$1.01	Monthly
517312	Basic 30/20/60/4 days (V220)	\$2.02	Monthly
517312	Standard 30/20/12/7 days (V230)	\$4.03	Monthly
517312	Deluxe 60/30/180/7 days (V240)	\$6.05	Monthly
517312	Stand-alone Voice Mail ( in addition to one of the above packages)	\$4.03	Monthly
<b>D. Message Delivery</b>			
517312	Encription - Alphanumeric (per unit)	\$4.02	Monthly

517312	CarbonCopy (Multiple device message delivery)	\$2.02	Monthly
517312	TxtPage (Web based message delivery application)	\$1.21	Monthly
517312	SelectPage (\$25 Annually)	\$1.51	Monthly
517312	SMSit - Text message capability from cell phone	\$8.56	Monthly
517312	SmartSync (per unit)	\$10.58	Monthly
517312	AlertMe (Per Unit)	\$10.08	Monthly
517312	Email-to-Pager (pers email add)	\$2.02	Monthly
<b>E. Group Messaging</b>			
517312	Group Call Number	\$3.53	Monthly
517312	2nd Number Assignment	\$3.53	Monthly
<b>NOTIFYall.com (additional charge)</b> (# of devices / must have corresponding paging devices on service)			
517312	25 devices	\$14.99	Monthly
517312	50 devices	\$19.27	Monthly
517312	100 devices	\$24.41	Monthly
517312	500 devices	\$34.69	Monthly
517312	1,000 devices	\$39.83	Monthly
517312	5,000 devices	\$72.80	Monthly
<b>F. Other Optional Features &amp; Services</b>			
517312	Statewide (LATA) toll free #	\$2.02	Monthly
517312	Personal 800 #, (\$.55 overcalls)	\$5.04	Monthly
517312	MessageMax (V2T) ( forward voicemail file)	\$12.59	Monthly
517312	PageSaver - manual recov / resend	\$2.02	Monthly

517312	PageForward (TxtAlert) - forward pages	\$2.02	Monthly
517312	Repeat....Page - auto dupl. page	\$0.76	Monthly
517312	DATACAST - News, Weath, Sports	\$2.02	Monthly
517312	WEB-Touch Access	\$20.15	Monthly
517312	Electronic / CD Billing (per acct)	\$3.53	Monthly
517312	My Acct / WEB Bill Pay	\$2.02	Monthly
<b>G. Special Srvcs, Prog. &amp; Customization</b>			
517312	InfoLine	\$8.06	Monthly
517312	BabyBeeper (3 month min, paid up front)	\$6.55	Monthly
517312	Special Programming	\$75.57	Hourly
517312	Transmitter Site (LANL) Dedicated / Special Site Location / Per Site (Plus Utilities)	\$1,500.00	Monthly
<b>III. Extended Warranty / Repair / Loss Protection</b>			
<b>A. Extended Warranty</b>			
517312	Numeric - Extended Warranty	\$0.45	Monthly
517312	Alphanumeric - Extended Warranty	\$0.90	Monthly
<b>B. Limited Protection</b>			
517312	Numeric	\$0.65	Monthly
517312	Alphanumeric	\$1.51	Monthly
<b>C. Extended Protection</b>			
517312	1-Way Numeric (\$15 - \$25 deduct.)	\$1.76	Monthly
517312	1-Way Alphanumeric (\$25-\$40 deduct.)	\$2.27	Monthly
<b>D. Comprehensive Protection</b>			
517312	1-Way Numeric (\$20 deductible)	\$2.27	Monthly

517312	1-Way Alphanumeric (\$25 deductible)	\$2.95	Monthly
<b>E. Pager Repair (hourly rates + parts)</b>			
517312	Numeric	\$20.15	Hourly
517312	Alphanumeric	\$20.15	Hourly
517312	Other Equipment (Rate Per Hour)	\$28.21	Hourly
<b>IV. Shipping, Handling &amp; Processing</b>			
517312	Shipping & Handling - Ground	\$8.06	Per Shipment
517312	Shipping & Handling - 2nd Day	\$20.15	Per Shipment
517312	Shipping & Handling - Next Day	\$32.24	Per Shipment

**TERMS AND CONDITIONS APPLICABLE TO  
WIRELESS SERVICES (SPECIAL ITEM NUMBER 517312)**

**TEXT MESSAGING SERVICES**

**1. Overview**

This agreement applies to all the websites on which it is posted including ContactWireless.com, SelectPath.com, TxtPage.com, TxtAlert.com, Confirmtext.com, BulkTextMsg.com, PC2Txt.com, Txt-2-Win.com, NotifyAll.com, and Txt-Link.com, (collectively “Contact Sites”). Use and access to the Contact Sites (including any rebranded or white label version of the Contact Sites), and the text message, hosted telemarketing, and voice broadcast services described below (the “Services”), are subject to these terms and conditions of use (the “Terms”) as well as our Privacy Policy and Anti-Spam Policy located at: [www.contactwireless.com/legal/tou](http://www.contactwireless.com/legal/tou) , [www.Contactwireless.com/legal/pp](http://www.Contactwireless.com/legal/pp) and [www.Contactwireless.com/legal/asp](http://www.Contactwireless.com/legal/asp).

We reserve the right to change these Terms from time to time. Any updates to these Terms shall be posted on this website. You acknowledge your responsibility to review these Terms from time to time and to be aware of any such changes. By continuing to use any of the Contact Sites or Services after we post any such changes, you accept these Terms, as modified. By accessing one of the Contact Sites or our Services, you accept these Terms and certify that you have reviewed these Terms and are the age of 18. **IF YOU DO NOT INTEND ON USING THE SERVICES IN ACCORDANCE WITH THESE TERMS, DO NOT UTILIZE THE SERVICES PROVIDED BY CONTACT.**

**2. The Services**

Services described on the Contact Sites may or may not be available in all cities in the US. You agree to use the Contact Services in accordance with all applicable guidelines as well as all state and federal laws that the Services are subject to.

The Services consist of one or more of the following: a web-based interface, access to incoming telephone number, Direct Inward Dialing Numbers (“DIDs”), messaging applications, text broadcast applications, data transmission, data access, and data storage, as well as software maintenance and upgrades and customer support, that enable you to send text messages to recipients designated by you (collectively, the “Services”). We transmit messages initiated by you or sent to you by others through different routes, and the level of reliability and support for special features varies according to the route. You are responsible for obtaining and maintaining all computer hardware, software and communications equipment needed to access the Services, and for paying all access charges (e.g., ISP, telecommunications) incurred while using the Services.

Contact only provides that the Services are processed correctly and further transmitted by Contact to the applicable network. Contact is not responsible for the final delivery of any communication initiated through Contact’s Services, as this is out of our control and is the responsibility of downstream communications carriers.

Contact transmits and receives text messages and voice broadcasts via other major telecommunications companies and mobile network operators, and thus Contact’s influence over the timing of the transmission of your messages and broadcasts is within the technical constraints imposed upon Contact. While Contact shall use commercially reasonable efforts to transmit your messages and broadcasts to the applicable network for final delivery to your designated recipients as fast as possible, we cannot commit to, and do not guarantee, a specific maximum delivery time. Such times depend on various network and system-related factors among the various entities involved in the transportation of your messages and broadcasts across the public switched telephone network and/or Internet. You should know that communications carriers assign text messages and voice broadcasts with a default lifetime and any message or broadcast that cannot be delivered successfully within the lifetime assigned to it will be discarded by the communications carrier without any notice. Contact is not liable for any loss incurred by the failure of a message or broadcast to be delivered, and you acknowledge that damages for financial or other loss resulting from delivery failure cannot be claimed from Contact for any such non-deliveries. Furthermore, you agree that message and broadcast contents are deemed to have zero value.

**3. Usage Policy**

You represent and warrant that if Contact's services are to be used for marketing purposes that the owners of the phone numbers you initiate messages to through the Contact services have consented or otherwise opted-in to the receipt of such messages and broadcasts as required by any applicable law or regulation. You agree that you will include clear opt-out/unsubscribe information on your messages or broadcasts when required to do so by any applicable law or regulation and otherwise adhere to the Consumer Best Practices Guidelines promulgated by the Mobile Marketing Association, if applicable to your messages.

You agree to familiarize yourself with and abide by all applicable local, state, and national laws and regulations and are solely responsible for all acts or omissions that occur under your account, including without limitation the content of the messages and broadcasts that you create and initiate through the Contact Services. Without limiting the foregoing, you agree to familiarize yourself with the legalities of any messages, calls, broadcasts, and campaigns transmitted through the Contact Services by visiting the following websites:

- Federal Trade Commission, <http://www.ftc.gov>
- Federal Communications Commission, <http://www.fcc.gov>
- DoNotCall Registry Info, <http://www.donotcall.gov>

The Telephone Consumer Protection Act ("TCPA"), the Federal Trade Commission, the Federal Communications Commission, the DNC list registry rules (<http://www.donotcall.gov>) and various state laws, rules and regulations place restrictions on certain types of phone calls and text messages. Contact is in no way attempting to interpret any laws, rules, or regulations. This information is provided merely as a courtesy and is not intended to replace your responsibility to familiarize yourself with and abide by the legal requirements pertaining to your messages, broadcasts and campaigns prior to using the Contact Sites or Services. You are ultimately responsible to make your own informed decisions regarding your messages, broadcasts, and campaigns.

You shall schedule text message campaigns responsibly and in a manner that is courteous to the recipients pursuant to local, state, and national, calling time rules and regulations. You are solely responsible for obtaining any rights or licenses to any data, including without limitation web links, for inclusion in any outbound messages, broadcasts, and campaigns. If you are unfamiliar or unclear on the legalities of any message, broadcast or campaign, you should consult with your attorney prior to your use of the Contact Sites or Services.

You accept that the Services are provided for professional use only, and you agree that your use of the Contact Sites or Services shall not include:

- Sending unsolicited marketing messages or broadcasts (i.e. spam);
- Sending any calls to life-line services, such as hospitals, fire, police, 911 or utility-related telephone numbers;
- Using strings of numbers as it is unlawful to engage two or more lines of a multi-line business;
- Harvesting, or otherwise collecting information about others, without their consent;
- Misleading others as to the identity of the sender of your messages or broadcasts, by creating a false identity, impersonating the identity of someone/something else or by providing contact details that do not belong to you;
- Transmitting, associating or publishing any unlawful, racist, harassing, libelous, abusive, threatening, demeaning, immoral, harmful, vulgar, obscene, pornographic or otherwise objectionable material of any kind;
- Transmitting any material that may infringe upon the intellectual property rights of third parties including trademarks, copyrights or other rights of publicity;
- Transmitting any material that contains viruses, trojan horses, worms, time bombs, cancel-bots or any other harmful/deleterious programs;
- Interfering with, or disrupting, networks connected to the Services or violating the regulations, policies or procedures of such networks;
- Attempting to gain unauthorized access to the Services, other accounts, computer systems or networks connected to the Services, through password mining or any other means;
- Interfering with another's use and enjoyment of the Services or Contact Sites; or
- Engaging in any other activity that Contact believes could subject it to criminal liability or civil penalty/judgment.

You agree that Contact is, under no circumstances, responsible for the contents and/or accuracy of your messages or broadcasts and Contact will only transmit them on a basis of good faith that you use the Services in accordance with these Terms. Contact will not be liable for any misuse of the Services by you. Contact is not responsible for the views and opinions contained in any of your messages or broadcasts.

Customer will not purposely route calls to high cost non-RBOC (Regional Bell Operating Company) areas for origination or termination of telecommunications traffic on the Contact system. Calls may be monitored and reported upon each billing cycle to ensure sound traffic patterns. Excessive routing of high-cost calls will be addressed to customer by Contact and fines may be assessed to recover excess charges from Contact VoIP termination companies.

#### **4. Content Submission / Discussion Areas**

You agree that any information or materials that you or individuals acting on your behalf provide to Contact (other than information required for your use of the Services as contemplated herein) will not be considered confidential or proprietary. By providing any such information or materials to Contact (other than information required for your use of the Services as contemplated herein), you grant to Contact an unrestricted, irrevocable, worldwide, royalty-free, perpetual license to use, reproduce, display, publicly perform, transmit, make derivative works of, and distribute such information and materials, and you further agree that Contact is free to use any ideas, concepts or know-how that you or individuals acting on your behalf provide to Contact. In connection with such information and materials, you warrant and represent to Contact that you have all rights, title and interests necessary to provide such content to Contact, and that your provision of the content to Contact shall not infringe any third party's proprietary or personal rights, including but not limited to any trademark, copyright, patent, or trade secret.

#### **5. Username / Password**

As part of the registration process you will need a username and/or password. You shall provide Contact with accurate, complete, and regularly updated member profile information. You agree to notify Contact of any known or suspected unauthorized use(s) of your user account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your username or password. You shall be responsible for maintaining the confidentiality of your password. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of your user account, in Contact's sole discretion, and you may be reported to appropriate law-enforcement agencies.

#### **6. Newsletter and Communication Concerning the Contact Services**

By providing your contact information, Contact reserves the right to contact you via calls, email or text messages to provide you information about your account and/or the Contact Services requested by you.

#### **7. Intellectual Property**

You are permitted to access the Contact Sites, the Services, and any content provided by Contact (which may include text, images, hosted software, sound files, video or other content, and may be provided via the Contact Sites or otherwise) solely for the purpose of receiving information about Contact's business and products, purchasing and utilizing the Services, communicating with Contact, or otherwise as stated on the Contact Sites. Contact hereby grants a worldwide, fully paid-up, perpetual, non-exclusive, non-transferable license to you to use the Contact Sites and Services solely for the purpose of operating the Contact Sites and using the Services.

We may have copyrights, trademarks, patents, trade secrets, or other intellectual property rights covering subject matter in the Services, including the web pages that are part of the Services and the Contact Sites. Except as expressly provided in these Terms, the availability of the Services and the Contact Sites does not give you any license to these patents, trademarks, copyrights, or other intellectual property. All copyrights, trademarks, patents, trade secrets and other intellectual proprietary rights contained in the Contact Sites are the sole property of Contact or its licensors, each of whom reserves all rights with regard to such materials. You acknowledge and agree that you may not copy, reproduce, retransmit, modify, alter, create any derivative works, reverse engineer, decompile, or disassemble any portion of the Services or Contact Sites, including any proprietary communications protocol used by the Services or the Contact Sites without the express written permission of Contact. All other trademarks or trade names are the property of their respective owners, and such material may not be copied, downloaded, redistributed, modified or otherwise exploited, in whole or in part, without the permission of the owner.

## 8. Data Protection & Privacy

In order to ensure your compliance with these Terms and to ensure that Contact complies with national laws and repair or maintenance of the services, we may, from time to time, randomly check the messages and broadcasts that you send. Nonetheless, we are committed to maintaining the privacy of your information, pursuant to our Privacy Policy.

## 9. Payments

Your use of the Services is contingent on your paying for such use (whether paid in advance, as provided, or other terms), in the amounts and using the method agreed to by Contact. Your payment for the Services shall be deemed completed when Contact receives the full amount of payment owed for such Services. You are responsible to pay for any message or broadcast you attempt to send to any number, regardless of whether the message is actually received by the intended recipient. As Contact is dependent on other entities for the delivery of your messages and broadcasts, our price may require adjustment in order to account for costs that are not in our control. Accordingly, we may adjust our prices from time to time without prior notice.

Contact cannot readily or accurately ascertain your location when you request to use the Services. Unless otherwise specified, you agree that your use of the Services occurs in New Mexico and is subject to any applicable New Mexico taxes. To the extent that you are responsible for any additional taxes or fees beyond those collected by Contact, you agree that you will pay them when due to any applicable taxing authority

As between you and Contact, you are responsible for all charges related to the services used. In the event underpayment or non-payment by customer under these Terms, Contact shall be entitled to immediately proceed with collection remedies and shall be entitled to recover any and all costs, fees, and expenses of such collection efforts, including but not limited to: collection agencies, court costs, filing and service of process fees, attorneys' fees incurred from counsel of Contact's choosing, or any other costs, fees, and expenses incurred in the pursuit of collection on all customer accounts and receivables due and payable under these Terms.

## 10. Telephone Numbers (Long Codes)

You understand that Contact owns the service line number (telephone number / long code) provided as part of this service and that the number provided is exempt from the FCC number portability requirements and no portability is available. Contact reserves the right to change telephone numbers assigned to customer's service line, or cancel the service provided at any time.

## 11. No Warranty; Limitation of Liability

Contact reserves the right to modify, suspend, or discontinue the offering of any of the Contact Sites or Services at any time for any reason without prior notice. Further, while Contact utilizes electronic and physical security to reduce the risk of improper access to or manipulation of data during transmission and storage, it cannot guarantee the security or integrity of the data and shall have no liability for breaches of security or integrity or third-party interception in transit, nor for any damage which may result to your computer or other property by your use of the Contact Sites or Services.

You acknowledge that text messages from a carriers cell site to the end users device may be transmitted unencrypted and that eavesdropping of communications by third parties is possible.

Contact shall use commercially reasonable efforts to make access to the Services available through the required access protocols, but makes no warranty or guarantee that (i) the Services will be available at any particular time; or (ii) you will be able to access the Services at any particular time or from any particular location. Contact will not be liable for any act or omission of any other company or companies furnishing a portion of the Services (including, without limitation communications carriers or ISPs), or from any act or omission of a third party, including those vendors participating in Contact offerings made to you, or for equipment that it does not furnish, or for damages that result from the operation of customer-provided systems, equipment, facilities or services that are interconnected with the Service.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, THE CONTACT SITES AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT ANY WARRANTIES OR

CONDITIONS WHATSOEVER, EXPRESSED OR IMPLIED. NOTWITHSTANDING THE FOREGOING OR ANY STATEMENT TO THE CONTRARY CONTAINED IN THESE TERMS, CONTACT DOES NOT WARRANT THAT THE USE OF THE CONTACT SITES OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, INCLUDING, BUT NOT LIMITED TO ANY INTERRUPTIONS TO THE SERVICES CAUSED BY THE INTENTIONAL AND/OR MALICIOUS ACTS OF THIRD PARTIES (E.G., "HACKING") NOR SHALL CONTACT BE RESPONSIBLE FOR ANY DATA LOSS OR LOSS OF ANY INFORMATION IN YOUR ACCOUNT, REGARDLESS OF THE CAUSE. FURTHERMORE, CONTACT MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES OR THAT THE CONTACT SITES OR SERVICES WILL MEET ANY OF YOUR SPECIFIC REQUIREMENTS OTHER THAN AS MAY BE EXPRESSLY SET FORTH IN THESE TERMS. CONTACT MAKES NO REPRESENTATIONS OR WARRANTIES AND HEREBY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, STATUTORY OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE MATERIAL, SERVICE, SOFTWARE, TEXT, GRAPHICS OR LINKS, AND ALL WARRANTIES IMPLIED FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. CONTACT SHALL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES ARISING FROM LOSS OF USE OR LOST BUSINESS, LOSS OF OPPORTUNITY, LOSS OF REVENUE, LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOSS OF DAMAGE TO OR CORRUPTION OF DATA OR LOSS OF GOODWILL), OR FOR ANY COST OF PROCUREMENT OF SUBSTITUTE SERVICES ARISING IN CONNECTION WITH THESE TERMS, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY OR NEGLIGENCE, OR OTHER ACTIONS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOUR USE OF THE CONTACT SITES OR SERVICES RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT, SOFTWARE, OR DATA, CONTACT IS NOT RESPONSIBLE FOR THOSE COSTS. CONTACT'S TOTAL LIABILITY ARISING OUT OF YOUR USE OF THE CONTACT SITES OR SERVICES FOR DIRECT DAMAGES SHALL NOT, IN THE AGGREGATE, EXCEED AN AMOUNT EQUAL TO THE MONTHLY TRANSACTION FEE PAID BY YOU TO CONTACT HEREUNDER.

If State or local laws prohibit any government entity, department, or organization from agreeing to the limitations described in this section, Contact reserves the right to waive any portion of this section.

## **12. User Warranties; Indemnification**

You warrant and represent to Contact that you have all necessary rights, power, and authority to agree to these Terms and perform your obligations hereunder, and nothing contained in these Terms or in the performance of such obligations will place you in breach of any other contract or obligation. You further warrant and represent that you are and shall at all times remain in full compliance with all applicable laws, rules and regulations with regard to your use of the Contact Sites and Services, including without limitation the Telephone Consumer Protection Act, the Telemarketing Sales Rule, the CAN-SPAM Act (Controlling the Assault of Non-Solicited Pornography and Marketing Act) of 2003, and all other laws and regulations concerning privacy, telemarketing, and Internet marketing.

You agree to indemnify and hold harmless Contact and its affiliates and each of their respective officers, directors, shareholders, employees, agents, contractors, representatives, content providers and service providers, from and against any and all losses, claims, obligations, liabilities, damages, settlements, costs and expenses (including, but not limited to, consequential damages, incidental damages, special damages, disbursements and attorneys' fees, including attorneys' fees incurred from counsel selected by Contact in its sole discretion) arising from or relating to any actual or threatened claim, suit, action, proceeding, governmental investigation or enforcement action based upon or arising out of: (i) your breach of the above warranties; or (ii) any use by you, or an account or computer owned by you, of the Contact Sites or Services. You agree to cooperate as fully as reasonably required in the defense of any claim, suit, action, proceeding, governmental investigation or enforcement action, but we reserve the right, at your expense, to assume the exclusive defense and control of any matter in which you are a named party and that is otherwise subject to indemnification by you. You acknowledge and agree to be held liable for any and all damages caused to Contact by you as a direct result of a violation of local, state, national or international laws and regulations, including but are not limited to those damages that may arise from your fraudulent, intentional or

unintentional harm, disability, unauthorized use of, or destruction to any and all equipment, licensing and/or services provided by Contact to you.

If State or local laws prohibit any government entity, department or organization from agreeing to the limitations described in this section, Contact reserves the right to waive any portion of this section.

### **13. Termination, Cancellation and/or Suspension by Contact**

If at any time you breach these Terms, we may elect to suspend, terminate, and/or cancel your use of the Services and/or recover any damages from you arising from the event(s) giving rise to the suspension, termination, or cancellation. We reserve the right to suspend the Services at any stage for any reason we may deem necessary to continue to provide our Services in a way that may be hindered by your status as being our client, your financial status or the content of the messages or broadcasts originating from you.

Upon any such termination, cancellation, and/or suspension, you are still responsible for any obligations then accrued. Your obligation to pay all amounts accrued and owed by you shall continue even after any suspension or cancellation of your access to the Services (in whole or in part). Upon termination, for any reason, you agree to immediately cease using the Services and Contact shall have no obligation to you after any termination or cancellation of these Terms.

The provisions regarding ownership, payments, warranties, and indemnifications will survive any suspension, termination, or cancellation of your use of the Services or Contact Sites.

### **14. Termination by the User**

You are free to terminate or cancel your use of the Services at any time, unless other terms have been agreed to by Both Parties. Notwithstanding the foregoing, unless due to a breach solely by Contact that it fails to cure within thirty (30) days of its receipt of your notice, in no event shall Contact be obligated to refund to you the reasonable value of any unused portion of the services previously purchased by you.

### **15. Security Rules**

You are prohibited from violating or attempting to violate the security of the Contact Sites and Services and from using the Contact Sites and Services to violate the security of other websites by any method, including, without limitation: (a) accessing data not intended for you or logging into a server or account which you are not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any user of the Contact Sites or Services, host or network, including, without limitation, via means of submitting a virus to the Contact Sites, overloading, "flooding," "spamming," "mailbombing," or "crashing"; (d) sending unsolicited e-mail, including promotions and/or advertising of products or services; or (e) forging any Contact packet header or any part of the header information in any e-mail, instant message, text message or newsgroup posting. Violations of system or network security may result in civil or criminal liability. Contact may investigate violations of these Terms and may involve and cooperate with law enforcement authorities in prosecuting users of the Contact Sites who are involved in such violations.

### **16. Force Majeure**

Contact shall not be liable for any failure or delay in performing its obligations hereunder, which such failure or delay is caused by fire, flood, earthquake, elements of nature or acts of God, acts of war, insurrection, terrorism, strike, failure or downtime of any telecommunications line and/or unavailability of any telecommunications or Internet facilities, power failure, governmental restrictions, any court order, compliance with any law, regulation, or order of any governmental authority, or any other cause beyond the reasonable control of Contact. In addition, Contact shall be so excused in the event it is unable to acquire from its usual sources, and on terms it deems to be reasonable, any material necessary for the performance of the Services.

### **17. Choice of Law and Jurisdiction**

These Terms shall be governed by and construed in accordance with the laws of the State of New Mexico notwithstanding its laws governing conflicts of laws. Contact may seek injunctive relief in any court having jurisdiction over the parties to enjoin or prevent any action you take or threaten to take in violation of the Terms of this agreement.

These Terms are only those stated herein, which shall constitute the complete agreement between the parties. No terms and conditions stated in or attached to your communications to Contact are applicable to these Terms in any way and are not to be considered your exceptions to the provisions of these Terms.

#### **18. Miscellaneous**

The failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable.

All notices required hereunder shall be in writing and will be deemed to have been duly given when received. Contact may give notice to you by means of a general notice on the Contact Sites or Services, electronic mail to your e-mail address on record in Contact's account information, or by written communication sent by personal delivery, fax, overnight courier, or certified or registered mail to your address on record in Contact's account information.

# PRIVACY POLICY

This Contact Wireless (“Company”) Privacy Policy covers the websites ContactWireless.com, SelectPath.com, TxtPage.com, TxtAlert.com, Confirmtext.com, BulkTextMsg.com, Txt-Link.com, Txt-2-Win.com, PC2Txt.com, and NotifyAll.com (collectively “Website”). Use and access of this Website is subject to the terms and conditions as set out in our Terms of Service as well as our Privacy Policy.

## 1. General

Your privacy is important to us and we provide this notice explaining our online information practices and the choices you can make about the collection and use of the personal information you submit at any Contact Wireless Website’s, including: ContactWireless.com, SelectPath.com, TxtPage.com, TxtAlert.com, Confirmtext.com, BulkTextMsg.com, Txt-Link.com, Txt-2-Win.com, PC2Txt.com, and NotifyAll.com.

By using the Website, you consent to any such transfer of information. Additionally, by using the Website, you consent to Contact Wireless using your personal information to contact you electronically, in writing, or otherwise to provide notices relating to your use of the Website and to give you information about the products and services offered by Contact Wireless

## 2. Personally-Identifiable Information

In order to purchase products or services from Contact Wireless, we may require that you provide us with certain personally identifiable information (please see our Terms of Service for additional details). The types of personally identifiable information that may be collected by Contact Wireless through the Website include, without limitation: name, address, e-mail address, cell phone number, credit card and billing information, customer generated content and/or information about your interests in and use of various products, programs, and services. Contact Wireless will not collect any personally identifiable information about you unless you provide it to us voluntarily.

Please know that you will retain ownership of any information that you may include in your account and contact lists in order to identify recipients of your messages through Contact Wireless’s services, and Contact Wireless WILL NOT use contact lists for its own promotional campaigns or sell contact lists to third-parties, subject at all times to Contact Wireless’s need to access and use such information in order to provide the services pursuant to its Terms of Service and this Privacy Policy.

We may use such personally identifiable information to provide the services that you have requested, to contact you about programs, products, features or services in which we believe you may be interested, or for other purposes disclosed from time to time. We also may use your personally identifiable information to contact you regarding your use of our Website or changes to our Privacy Policy, Terms of Service, or other policies or terms that affect you and your use of our Website and services. In addition, we may use information collected about our users to improve the content and navigation of our Website, or for other internal purposes.

In addition, we may disclose personally identifiable information collected about you in the following instances:

A. Legal Action: We may disclose information about our users, including personally identifiable information; (i) when requested by governmental or quasi-governmental authorities conducting an investigation; (ii) if required to do so by subpoena, court order or legal process; (iii) to verify or enforce compliance with the policies governing our Website and applicable laws; or (iv) to protect against misuse or unauthorized use of our Website. We also may disclose user information whenever we believe disclosure is necessary to limit our legal liability; to protect or defend our rights or property; or protect the safety, rights, or property of our users.

B. Change in Control: We may sell, transfer, or otherwise disclose user information, including personally identifiable information, to a successor entity in connection with a corporate merger, consolidation, the sale of substantially all assets, or other corporate change respecting Contact Wireless, the Website and/or the services offered hereby.

Except as stated in this Privacy Policy, or as otherwise stated at the time personally-identifiable information is gathered, Contact Wireless will not provide personally-identifiable information to third parties who are not under the direction and control of Contact Wireless.

### **3. Access to Personal Information**

If your personal identifiable information changes, or if you no longer desire our service, you may correct, update, delete or deactivate it by making the change on our member information page or by emailing our Customer Support at [cs@contactwireless.com](mailto:cs@contactwireless.com). We will respond to your request to access within 30 days.

We will retain your information for as long as your account is active or as needed to provide you services. We will retain and use your information as necessary to comply with our legal obligations, resolve disputes, and enforce our agreements.

### **4. Cookies**

We use cookies to make interactions with the Company's Website easy and quick. When you visit one of the Company's Websites, our servers send a cookie to your computer. Standing alone, cookies do not personally identify you. They merely recognize your Web browser. Unless you choose to identify yourself to us by opening an account or filling out a Web form, you remain anonymous to the Company.

There are two types of cookies: session-based and persistent-based. Session cookies exist only during one session. They disappear from your computer when you close your browser software or turn off your computer. Persistent cookies remain on your computer after you close your browser or turn off your computer.

If you have chosen to identify yourself to us, the Company uses session cookies containing encrypted information to allow the Company to uniquely identify you. Each time you log into the Service, a session cookie containing an encrypted, unique identifier that is tied to your account is placed on your browser. These session cookies allow the Company to uniquely identify you when you are logged into the Service and to process your online transactions and requests. Session cookies are required to use the Service and the Company does not recognize do-not-track requests with respect to Session cookies.

We use persistent cookies that only the Company can read and use to identify browsers that have previously visited the Company's Websites. When you purchase the Service or provide the Company with personal information, a unique identifier is assigned you. This unique identifier is associated with a

persistent cookie that the Company places on your Web browser. The Company is especially careful about the security and confidentiality of the information stored in persistent cookies. For example, the Company does not store account numbers or passwords in persistent cookies. If you disable your Web browser's ability to accept cookies, you will be able to navigate the Company's Web sites, but you will not be able to successfully use the Service. You may set most browsers to notify you if you receive a persistent cookie, or you may choose to block persistent cookies with your browser.

#### **5. Information Collected Automatically**

Contact Wireless may also (i) automatically collect non-personally-identifiable information about your use of the Website, such as the domain from which you access the Internet (for example, Comcast.net, if you are connecting from a Comcast account), the date and time you access the Website, and the Internet address of the website from which you linked directly to our Website; and (ii) use data capture and analysis tools, and other similar tools, to extract, compile and analyze any non-personally identifiable data or information resulting from your use of the Website and the services offered thereon (collectively "Blind Data"). To the extent that any Blind Data is collected by Contact Wireless, such Blind Data shall be solely owned by Contact Wireless and may be used by Contact Wireless for any lawful business purpose, including, without limitation, analyzing and enhancing the Website and services offered hereby, or disclosing such Blind Data to third parties for a variety of purposes.

#### **6. Testimonials**

We may post customer testimonials on our web site which may contain personally identifiable information. We do obtain the customer's consent via email prior to posting the testimonial to post their name along with their testimonial. If you wish to request to have your testimonial removed you may contact us at [cs@contactwireless.com](mailto:cs@contactwireless.com).

#### **7. Links to Other Websites**

The Website may contain links to third party websites, whose information practices may be different than Contact Wireless's. Visitors should consult such third-party sites' privacy notices as Contact Wireless does not have any control over information that is submitted to, or collected by, these third parties. Contact Wireless does not make any representations or warranties as to the security of any information (including, without limitation, credit card and other personal information) you might be requested to give any third party.

#### **8. Data Security Policy**

The importance of security for all personally-identifiable information associated with visitors to the Website—as well as Contact Wireless customer information, such as cell phone numbers, texts, messages, credit card information, and addresses, and other account data—is of utmost concern to Contact Wireless, and we have implemented, and periodically review, certain physical, electronic, and managerial procedures to help prevent unauthorized access and maintain data security. Your payment and personal information is always safe. Our Secure Sockets Layer (SSL) software is the industry standard and among the best software available today for secure commerce transactions. It encrypts all of your personal information, including credit card number, name, and address. Unfortunately, due to the open nature of Internet communications, no data transmission over the Internet can be guaranteed to be secure, and thus we cannot guarantee that communications between you and Contact Wireless will be free from unauthorized access by third parties. Visitors of the Website and Contact Wireless customers use the Website at their own risk.

#### **9. Your Acceptance of These Terms**

By accessing the Website, you signify your assent to the Contact Wireless Privacy Policy. If you do not agree to this Privacy Policy, please do not access the Website. You should visit this page periodically, as we may, from time to time, update this Privacy Policy and such changes shall be effectively immediately upon posting on the Website and without further notice to you. Your continued access to the Website following the posting of changes to this Privacy Policy shall be deemed an acceptance of such changes by you. Contact Wireless will, however, use personally-identifiable information only in accordance with the version of the Privacy Policy under which the information was collected.

#### **10. Changes in This Privacy Policy**

We may update this privacy statement to reflect changes to our information practices. If we make any material changes, we will notify you by email (sent to the e-mail address specified in your account) or by means of a notice on this Site prior to the change becoming effective. We encourage you to periodically review this page for the latest information on our privacy practices.

## Anti-Spam Policy

Contact Wireless is determined to keep any form of mobile spam off your mobile phone. What does that mean? We have a zero-tolerance policy for unsolicited text messages.

### Our Policy:

The Contact Wireless text messaging services may only be used to send messages to verified opt-in subscriptions or company provided devices. Further, most services are designed so that subscribers (or initial recipients) can opt-out quickly, easily, and permanently from unwanted messages. This is done either from our website or by replying to a message one of our clients sends to a device with the word 'STOP, REMOVE, or CANCEL'.

### Our Definition of Spam:

We consider any unsolicited, unexpected, or unwanted text message as spam. We do NOT allow use of 3rd party lists, whether consent has been gathered or not. We believe that any type of communication sent to a device about an unrelated subject, that the subscriber did not request, to be spam. There are exceptions to this definition related to subscribers that have or previously had a business relationship with our client.

### Anti-Spam policy:

Contact Wireless follows an ANTI-SPAM policy for all of its communications protocols. This means that we do not condone UNSOLICITED TEXT MESSAGES; NOTIFICATIONS; ALERTS; OR ANY MESSAGES THAT YOU MAY RECEIVE FROM SOMEONE WHO SHOULD NOT HAVE YOUR MOBILE NUMBER. Please let us know about any abuse, including the sender ID, your Mobile Number (to be removed); the date and time you received it and the contents of the message. To report any abuse or violations of inappropriate use of our service, please contact us with your comments/complaints. Your report will be registered, and the Client will be investigated for violations of our Anti-Spam Policy. The identity of any individual reporting abuse will be kept confidential.

### Anti-Spam Policy Enforcement:

On our terms and conditions agreement, our Clients specifically agree NOT to use Contact Wireless text messaging services to send unsolicited Text Messages or Spam. Clients agree on the Opt-In only policy to their list. Most Text Messages sent using the Contact Wireless services can be tracked and identified as to their origin, and then can be so from a sender list. We support OPT-OUT / REMOVE / UNSUBSCRIBE to remove mobile numbers from a service. On some services Contact Wireless maintains a Black-List that restricts our Clients from sending a message to a mobile number that has previously Opted-Out. If we suspect a violation of our Anti-Spam policy, we will contact the Client and discuss the options, which may range from a warning, to termination of service for that Client. To the best of our knowledge, our system adheres to ALL Federal, State and local laws regarding sending unsolicited bulk / group text messages.

### Opt-Out, Spam & Abuse Reporting

If you wish to remove yourself from any list, please email us (at [cs@contactwireless.com](mailto:cs@contactwireless.com)) with an "OPT-OUT", "UNSUBSCRIBE", "STOP" or "REMOVE" in the subject line.

Please let us know about any abuse, including your Mobile Number, the date and time you received it and the contents of the message. You will be removed from that list and the Client will be notified that your mobile number should not be added to their list in the future. Email: [cs@ContactWireless.com](mailto:cs@ContactWireless.com)

## Web Based Text Messaging - Service Descriptions:

- 1)  - Designed for anyone that needs to send short informative text messages to a group of temporary contacts. Contact entry, contact editing/deleting, message delivery and message replies are all visible on one page. Easy to add, easy to send a message, and easy to view replies. Perfect for daycare, car dealers, repair services, medical offices, or any situation where customers wait for a service to be completed. Allows you to contact them with pertinent or time sensitive information. Great for anyone with a wait-list.
- 2)  - Allows you to send and receive text messages directly to any text capable device including: cellular phones, email addresses, tablets, digital signs, and pagers. Groups of multiple and varied devices can be created. Canned messages can be created and a log is kept of all messages sent and received. Select only certain devices for a particular message, or remove devices from the group. Perfect for use with staff communications. Turns any web capable device into a text capable cellphone.
- 3)  - This service is designed to send short informative Text Messages to clients, customers, employees, patients, parents, students, or members of any designated group. It features the best features of TxtPage Plus and enhanced them with new features such as: drag & drop tabs & canned messages, language translation, off-line message forwarding, PI blackout, shared contact lists, group message size range selection, spreadsheet column selection for contact upload, and more. This is truly an enterprise grade text messaging service at an affordable price.
- 4)  - Group text messaging designed to deliver a text message to any size group from 1 to 100,000. Easy opt-in and opt-out feature, dedicated 10-digit number (long code), easy list administration, message log tracking and downloadable message history. Used for text marketing purposes, one-way group communications, or informational reminders. "One call....reach them all".
- 5)  - Group text broadcast service. Dedicated 10-digit number (long code). Any text message sent to your long code can be routed to any combination of cell phones, email addresses, text capable tablets, or alpha numeric pagers. **TxtAlert** service includes 1) unlimited sending and receiving ability. 2) The ability to add, remove or change any member of your group at any time through a secure web based interface. 3) Message select-ability to the entire group, or select specific individuals in a group. 4) Canned response to all received messages. 5) Text to join (opt-in) or be removed (opt-out). **TxtAlert** offers your guests, customers, clients, staff, or neighbors a MUCH more convenient way to communicate issues directly to the people that can deal with them immediately.
- 6)  - Create and automate text-in contests. Choose the number of concurrent contest you want to run, the contest length, and number of entries allowed. All auto-replies are customizable which include, thank you for participating, already entered, contest complete, and winner message.
- 7)  - Text-in to receive an automatic web link response. Downloadable message response data, along with second number device notification that includes the requesting phone number, time and date. Perfect for realtor links using MLS numbers to receive auto link to a web-link of the property.

- 8)  - Drive information to your customers, guests, or staff easily through Text Messaging. When a customer/guest/staff sends your custom “keyword” to your Txt-My-Link exclusive phone number, an auto response web link or customized message is sent generated and sent back to the phone. Features include: exclusive local area code phone number, unlimited “keyword” options, easy to use and manage, VERY affordable.
- 9)  - Allows you to upload a list of contacts with phone numbers and a distinctive message to each one. Messages can be scheduled for delivery and allow for variable pacing.
- 10) API – BulkTxt and TxtPage Pro integration into client/customer systems to provide seamless delivery of text messages through client/customers software

**Web BasedText Messaging - Service Pricing:**

Service (*a)	GSA Price Schedule (Inclusive of 0.75% IFF Fee)				
	GSA Discount	Basic Charge (Mthly)	Additional Metered Charge (per 140 char msg text)	Additional Features (Mthly)	Setup Fee - Per Feature Added (One-Time)
1)  <ul style="list-style-type: none"> <li>Basic Charge (up to 50 contacts)</li> <li>QR Code Self-Signup</li> <li>Upload Contact List (per upload)</li> <li>Local Area Code</li> </ul>	7.0%	\$28.11		\$4.69 \$1.87	\$32.80 \$23.43 \$23.43 \$4.69
2)  <ul style="list-style-type: none"> <li>Basic Charge (up to 250 contacts)</li> <li>Chat Mode</li> <li>Black List</li> <li>Upload Contact List (per upload)</li> <li>Expanded contact list (up to 500)</li> <li>Local Area Code</li> <li>Dashboard</li> </ul>	7.0%	\$28.11		\$4.69 \$9.37 \$46.85 \$1.87	\$32.80 \$4.69 \$23.43 \$23.43 \$32.80 \$23.43 \$32.80
3)  <ul style="list-style-type: none"> <li>Basic Charge</li> <li>Chat Mode</li> <li>Black List</li> <li>Upload Contact List (per upload)</li> <li>Local Area Code</li> <li>Translation feature</li> <li>Expanded group send to 100</li> <li>Expanded contact list (up to 500)</li> <li>Expanded contact list (1,000 +)</li> <li>MMS</li> <li>Dashboard</li> <li>Master Dashboard</li> </ul>	7.0%	\$32.80		\$2.81 \$7.03 \$1.87 \$1.87 \$4.69 \$46.85 \$70.28	\$32.80 \$4.69 \$23.43 \$23.43 \$23.43 \$4.69 \$32.80 \$32.80 \$32.80 Request Quote \$32.80 \$32.80
	7.0%	\$42.17			\$32.80
	7.0%	\$150.00			\$32.80

Service (*a)	GSA Price Schedule (Inclusive of 0.75% IFF Fee)				
	GSA Discount	Basic Charge (Mthly)	Additional Metered Charge (per 140 char msg text)	Additional Features (Mthly)	Setup Fee - Per Feature Added (One-Time)
4)  GROUP TEXT MESSAGING Basic Charge (0 - 100 Contacts) 101 - 500 Contacts 501 -1000 Contacts 1,001 - 2,500 Contacts Over 2,500 Contacts MMS For multiple lists (pricing per list) Number pool fee (per speed)	7.0% 7.0% 7.0% 7.0% 7.0% 7.0% 7.0%	\$51.54 \$103.07 \$154.61 \$210.83 Request Quote Request Quote Request Quote			\$23.43 \$23.43 \$23.43 \$23.43 \$23.43 Request Quote Request Quote \$23.43 \$23.43
5)  Basic Charge Number Pool Fee (per add #) Local Area Code	7.0% 7.0%	\$28.11		\$2.81 \$1.87	\$32.80 \$4.69
6)  1 Contest at a time 2-5 Contests simultaneously 6-10 Contests simultaneously 11-20 Contests Simultaneously Local Number Setup Fee	7.0% 7.0% 7.0% 7.0% 7.0% 7.0%	\$70.28 \$140.55 \$234.25 \$327.95		\$4.69	\$70.28 \$70.28 \$70.28 \$70.28 \$70.28
7)  0-500 (minimum) 501-1,000 1,001 - 1,500 1,501 - 2,000 2,001 - 2,500 2,500 + Setup Fee	7.0% 7.0% 7.0% 7.0% 7.0% 7.0% 7.0%	\$117.13 \$224.88 \$309.21 \$412.28 \$468.50 Request Quote			\$70.28
8)  1 keyword/link 2-5 keywords/links 6-10 keywords/links 11-15 keywords/links 16-20 keywords/links 21+ keywords/links Setup Fee	7.0% 7.0% 7.0% 7.0% 7.0% 7.0% 7.0%	\$46.85 \$163.98 \$281.10 \$398.23 \$702.75 Request Quote			\$70.28

Service (*a)	GSA Price Schedule (Inclusive of 0.75% IFF Fee)				
	GSA Discount	Basic Charge (Mthly)	Additional Metered Charge (per 140 char msg text)	Additional Features (Mthly)	Setup Fee - Per Feature Added (One-Time)
9)  Basic Service Up to 50,000 msgs Up to 100,000 msgs Up to 150,000 msgs Up to 200,000 msgs Over 200,001 msgs Number pool fee (per add #) 10DLC/Toll-Free #'s w/end to end tracking Up to 50,000 msgs Up to 100,000 msgs Up to 150,000 msgs Up to 200,000 msgs Over 200,001 msgs Black List Auto Reply 1 keyword/link 2-5 keywords/links 6-10 keywords/links 11-15 keywords/links 16-20 keywords/links 21+ keywords/links Setup Fee (Auto Reply) MMS	7.0%	\$70.28			\$93.70
	7.0%	\$1,874.00	\$0.042		
	7.0%	\$2,342.50	\$0.033		
	7.0%	\$2,576.75	\$0.023		
	7.0%	\$2,811.00	\$0.019		
		Request Quote	Request Quote		
		\$2.81			
	7.0%	\$70.28			\$93.70
	7.0%	\$2,342.50	\$0.047		
	7.0%	\$2,576.75	\$0.037		
	7.0%	\$2,811.00	\$0.028		
	7.0%	\$3,045.25	\$0.023		
		Request Quote	Request Quote	\$14.06	\$23.43
	7.0%	\$46.85			
	7.0%	\$163.98			
	7.0%	\$281.10			
	7.0%	\$398.23			
	7.0%	\$702.75			
		Request Quote			
	7.0%	Request Quote			\$70.28 Request Quote
<b>10) API Connection (w/ Dashboard)</b>		Quote based on volume and type use			Quote based on complexity of set-up
<b>11) Training (hr) + travel + lodging + meals</b>	7.0%				\$267.05

(a) Service available in 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories

**TERMS AND CONDITIONS APPLICABLE TO  
LEASING OF GENERAL PURPOSE COMMERCIAL  
INFORMATION TECHNOLOGY PRODUCTS (SPECIAL ITEM NUMBER 532420L)  
LEASE NEW PAGERS**

**LEASE TYPES**

The ordering activity will consider proposals for the following lease types:

- a. Lease to Ownership,
- b. Lease with Option to Own, and
- c. Step Lease.

Orders for leased products must specify the leasing type.

**SELECTPATH HOLDING, INC. DBA CONTACT WIRELESS will be using option 2:**

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**OPTION 2**

To the extent an Offeror wishes to propose alternative lease terms and conditions that provide for lower discounts/prices based on the ordering activity's stated intent to fulfill the projected term of a lease including option years, while at the same time including separate charges for early end of the lease, the following terms apply. These terms address the timing and extent of the ordering activity's financial obligation including any potential charges for early end of the lease.

**1. LEASING PRICE LIST NOTICE:**

Contractors must include the following notice in their contract price list for SIN 532420L:

"The ordering activity is responsible for the obligation of funds consistent with applicable law. Agencies are advised to review the lease terms and conditions contained in this price list prior to ordering and obligating funding for a lease."

**2. STATEMENT OF ORDERING ACTIVITY INTENT:**

(a) The ordering activity and the Contractor understand that a delivery order issued pursuant to this SIN is a lease arrangement and contemplates the use of the product for the term of the lease specified in such delivery order (the "Lease Term"). In that regard, the ordering Activity, as lessee, understands that the lease provisions contained herein and the rate established for the delivery order are premised on the ordering Activity's intent to fulfill that agreement, including acquiring products for the period of time specified in the order. Each lease hereunder shall be initiated by a delivery order which shall, either through a statement of work or other attachment, specify the product being leased, and the required terms of the transaction.

(b) Each ordering activity placing a delivery order under the terms of this option intends to exercise each renewal option and to extend the lease until completion of the Lease Term so long as the need of the ordering activity for the product or functionally similar product continues to exist and funds are appropriated. Contractor may request information from the ordering activity concerning the essential use of the products.

**3. LEASE TERM:**

(a) The date on which the ordering activity accepts the products is the Commencement Date of the lease. For acceptance to occur, the products must operate in accordance with the product's published specifications and statement of work. Acceptance shall be in accordance with the terms of the contract or as otherwise negotiated by the ordering activity and the Contractor.

(b) Any lease is executed by the ordering activity on the basis that the known requirement for such product exceeds the initial base period of the delivery order, which is typically 12 months, or for the remainder of the fiscal year. Pursuant to FAR 32.703-3(b), delivery orders with options to renew that are funded by annual (fiscal year) appropriations may provide for initial base periods and option periods that cross fiscal years as long as the initial base period or each option period does not exceed a 12 month period. Defense agencies must also consider DOD

FAR supplement (DFAR) 232.703-3(b) in determining whether to use cross fiscal year funding. This cross fiscal year authority does not apply to multi-year leases.

(c) The total Lease Term will be specified in each delivery order, including any relevant renewal options of the ordering activity. All delivery orders, whether for the initial base period or renewal period, shall remain in effect through September 30 of the fiscal year (unless extended by statute), through any earlier expiration date specified in the delivery order, or until the ordering activity exercises its rights hereunder to acquire title to the product prior to such expiration date. The ordering activity, at its discretion, may exercise each option to extend the term of the lease through the lease term. Renewal delivery orders shall not be issued for less than all of the product and/or software set forth in the original delivery order. Delivery orders under this SIN shall not be deemed to obligate succeeding fiscal year funds. The ordering activity shall provide the Contractor with written notice of exercise of each renewal option as soon as practicable. Notice requirements may be negotiated on an order-by-order basis.

(d) Where an ordering activity's specific appropriation or procurement authority provides for contracting beyond the fiscal year period, the ordering activity may place a delivery order for a period up to the expiration of the Lease Term, or to the expiration of the period of availability of the multi-year appropriation, or whatever is appropriate under the applicable circumstance.

(e) Equipment may only be leased with the associated service. NO equipment will be leased without a service contract.

#### 4. LEASE TERMINATION:

(a) The ordering activity must elect the Lease Term of the relevant delivery order. The Contractor (and assignee, if any) will rely on the ordering activity's representation of its intent to fulfill the full Lease Term to determine the monthly lease payments calculated herein.

(i) The ordering activity may terminate or not renew leases under this option at no cost, pursuant to a Termination for Non-Appropriation as defined herein (see paragraph (c) below). In any other event, the ordering activity's contracting officer may either terminate the relevant delivery order for cause or Termination for Convenience in accordance with FAR 52.212-4 paragraphs (l) and (m).

(ii) The Termination for Convenience at the end of a fiscal year allows for separate charges for the early end of the lease (see paragraph (d) below). In the event of termination for the convenience of the ordering activity, the ordering activity may be liable only up to the amount beyond the order's Termination Ceiling. Any termination charges calculated under the Termination for Convenience clause must be determined or identified in the delivery order or in the lease agreement.

(b) **Termination for Convenience of the Ordering Activity:** Leases entered into under this option may not be terminated except by the ordering activity's contracting office responsible for the delivery order in accordance with FAR 52.212-4, Contract Terms and Conditions-Commercial Items, paragraph (l), *Termination for Convenience of the ordering activity*. The costs charged to the ordering activity as the result of any Termination for Convenience of the ordering activity must be reasonable and may not exceed the sum of the fiscal year's payment obligations less payments made to date of termination plus the Termination Ceiling

(c) **Termination for Non-Appropriation:** The ordering activity reasonably believes that the bona fide need will exist for the entire Lease Term and corresponding funds in an amount sufficient to make all payment for the lease Term will be available to the ordering activity. Therefore, it is unlikely that leases entered into under this option will terminate prior to the full Lease Term. Nevertheless, the ordering activity's contracting officer may terminate or not renew leases at the end of any initial base period or option period under this paragraph if (a) it no longer has a bona fide need for the product or functionally similar product; or (b) there is a continuing need, but adequate funds have not been made available to the ordering activity in an amount sufficient to continue to make the lease payments. If this occurs, the ordering activity will promptly notify the Contractor, and the product lease will be terminated at the end of the last fiscal year for which funds were appropriated. Substantiation to support a termination for non-appropriation shall be provided to the Contractor upon request.

(d) **Termination Charges:** At the initiation of the lease, termination ceilings will be established for each year of the lease term. The termination ceiling is a limit on the amount that a Contractor may be paid by the ordering activity on the Termination for Convenience of a lease. No claim will be accepted for future costs: supplies, maintenance, usage charges or interest expense beyond the date of termination. In accordance with the bona fide needs rule, all termination charges must reasonably represent the value the ordering activity received for the work performed based upon the shorter lease term. No Termination for Convenience costs will be associated with the expiration of the lease term.

(e) At the order level, the ordering activity may, consistent with legal principles, negotiate lower monthly payments or rates based upon appropriate changes to the termination conditions in this section.

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**LEASE PROVISIONS COMMON TO  
ALL TYPES OF LEASE AGREEMENTS**

**1. ORDERING PROCEDURES:**

- (a) When an ordering activity expresses an interest in leasing a product(s), the ordering activity will provide the following information to the prospective Contractor:
  - (i) Which product(s) is (are) required.
  - (ii) The required delivery date.
  - (iii) The proposed lease plan and term of the lease.
  - (iv) Where the product will be located.
  - (v) Description of the intended use of the product.
  - (vi) Source and type of appropriations to be used.
- (b) The Contractor will respond with:
  - (i) Whether the Contractor can provide the required product.
  - (ii) The estimated residual value of the product (Lease with Option to Own and Step Lease only).
  - (iii) The monthly payment based on the rate.
  - (iv) The estimated cost, if any, of applicable State or local taxes. State and local personal property taxes are to be estimated as separate line items in accordance with FAR 52.229-1, which may be identified and added to the monthly lease payment.
  - (v) A confirmation of the availability of the product on the required delivery date.
  - (vi) Extent of warranty coverage, if any, of the leased products.
  - (vii) The length of time the quote is valid.
- (c) The ordering activity may issue a delivery order to the Contractor based on the information set forth in the Contractor's quote. In the event that the ordering activity does not issued a delivery order within the validity period stated in the Contractor's quote letter, the quote shall expire.

**2. ASSIGNMENT OF CLAIMS:**

GSAR 552.232-23, Assignment of Claims, is incorporated herein by reference as part of these lease provisions. The ordering activity's contracting officer will acknowledge the assignment of claim for a lease in accordance with FAR 32.804-5. The extent of the assignee's protection is in accordance with FAR 32.804. Any setoff provision must be in accordance with FAR 32.803.

**3. PEACEFUL POSSESSION AND UNRESTRICTED USE:**

In recognition of the types of products available for lease and the potential adverse impact to the ordering activity's mission, the ordering activity's quiet and peaceful possession and unrestricted use of the product shall not be disturbed in the event the product is sold by the Contractor, or in the event of bankruptcy of the Contractor, corporate dissolution of the Contractor, or other event. The product shall remain in the possession of the ordering activity until the expiration of the lease. Any assignment, sale, bankruptcy, or other transfer of the leased product by the Contractor will not relieve the Contractor of its obligations to the ordering activity, and will not change the ordering activity's duties or increase the burdens or risks imposed on the ordering activity.

**4. COMMENCEMENT OF LEASE:**

The date on which the ordering activity accepts the products is the Commencement Date of the lease. Acceptance is as defined elsewhere in the contract, or as further specified in the order.

**5. INSTALLATION AND MAINTENANCE:**

a. Installation and Maintenance, when applicable, normally are not included in the charge for leasing. The Contractor may require the ordering activity to obtain installation and maintenance services from a qualified source. The ordering activity may obtain installation and/or maintenance on the open market, from the Contractor's schedule contract, or from other sources. The ordering activity may also perform installation and/or maintenance in house, if qualified resources exist. In any event, it is the responsibility of the ordering activity to ensure that maintenance is in effect for the Lease term for all products leased.

b. When installation and/or maintenance are ordered under this schedule to be performed by the Contractor, the payments, terms and conditions as stated in this contract apply. The rates and terms and conditions in effect at the time the order is issued shall apply during any subsequent renewal period of the lease. The maintenance rates and terms and conditions may be added to the lease payments with mutual agreement of the parties.

## 6. MONTHLY PAYMENTS:

a. Prior to the placement of an order under this Special Item Number, the ordering activity and the Contractor must agree on a "base value" for the products to be leased. For Lease to Ownership (Capital Lease) the base value will be the contract purchase price (less any discounts). For Lease with Option to Own (Operating Lease), the base value will be the contract purchase price (less any discounts), less a mutually agreed upon residual value (pre-stated purchase option price at the conclusion of the lease) for the products. The residual value will be used in the calculation of the original lease payment, lease extension payments, and the purchase option price.

b. To determine the initial lease term payment, the Contractor agrees to apply the negotiated lease factor to the agreed upon base value: \_\_\_\_\_

For Example: Lease factor one (1) percent over the rate for the three-year (or other term) Treasury Bill (T-bill) at the most current U. S. Treasury auction.

The lease payment may be calculated by using a programmed business calculator or by using "rate" functions provided in commercial computer spreadsheets (e.g., Lotus 1-2-3, Excel).

c. For any lease extension, the extension lease payment will be based on the original residual value, in lieu of the purchase price. The ordering activity and the Contractor shall agree on a new residual value based on the estimated fair market price at the end of the extension. The formula to determine the lease payment will be that in 6.b. above.

d. The purchase option price will be the fair market value of the product or payment will be based upon the unamortized principle, as shown on the payment schedule as of the last payment prior to date of transfer of ownership, whichever is less.

NOTE: At the order level, ordering activity may elect to obtain a lower rate for the lease by setting the purchase option price as either, the fair market value of the product or unamortized principle. The methodology for determining lump sum payments may be identified in the pricelist.

e. The point in time when monthly rates are established is subject to negotiation and evaluation at the order level.

In the event the ordering activity desires, at any time, to acquire title to product leased hereunder, the ordering activity may make a one-time lump sum payment.

## 7. LEASE END/DISCONTINUANCE OPTIONS:

a. Upon the expiration of the Lease Term, Termination for Convenience, or Termination for Non-Appropriation, the ordering activity will return the Product to the Contractor unless the ordering activity by 30 days written notice elects either:

(i) to purchase the product for the residual value of the product, or

(ii) to extend the term of the Lease, as mutually agreed. To compute the lease payment, the residual value from the preceding lease shall be the initial value of the leased product. A new residual value shall be negotiated for the extended lease and new lease payments shall be computed.

b. Relocation - The ordering activity may relocate products to another location within the ordering activity with prior written notice. No other transfer, including sublease, is permitted. ordering activity shall not assign, transfer or otherwise dispose of any products, or any interest therein, or crate or suffer any levy, lien or encumbrance then except those created for the benefit of Contractor or it's assigns.

c. Returns:

(i) Within fourteen (14) days after the date of expiration, non-renewal or termination of a lease, the ordering activity shall, at its own risk and expense, have the products packed for shipment in accordance with manufacturer's specifications and return the products to Contractor at the location specified by Contractor in the continental US, in the same condition as when delivered, ordinary wear and tear excepted. Any expenses necessary to return the products to good working order shall be at ordering activity's expense.

(ii) The Contractor shall conduct a timely inspection of the returned products and within 45 days of the return, assert a claim if the condition of the product exceeds normal wear and tear.

(iii) Product will be returned in accordance with the terms of the contract and in accordance with Contractor instruction.

- (iv) With respect to software, the ordering activity shall state in writing to the Contractor that it has:
  - (1) deleted or disabled all files and copies of the software from the equipment on which it was installed;
  - (2) returned all software documentation, training manuals, and physical media on which the software was delivered; and
  - (3) has no ability to use the returned software.

**8. UPGRADES AND ADDITIONS:**

- a. The ordering activity may affix or install any accessory, addition, upgrade, product or device on the product ("additions") provided that such additions:
  - (1) can be removed without causing material damage to the product;
  - (2) do not reduce the value of the product; and
  - (3) are obtained from or approved by the Contractor and are not subject to the interest of any third party other than the Contractor.
- b. Any other additions may not be installed without the Contractor's prior written consent. At the end of the lease term, the ordering activity shall remove any additions which:
  - (1) were not leased from the Contractor, and
  - (2) are readily removable without causing material damage or impairment of the intended function, use, or value of the product, and restore the product to its original configuration.
- c. Any additions that are not so removable will become the Contractor's property (lien free).
- d. Leases of additions and upgrades must be co-terminus with that of the product.

**9. RISK OF LOSS OR DAMAGE:**

The ordering activity is relieved from all risk of loss or damage to the product during periods of transportation, installation, and during the entire time the product is in possession of the ordering activity, except when loss or damage is due to the fault or negligence of the ordering activity. The ordering activity shall assume risk of loss or damage to the product during relocation, (i.e., moving the product from one ordering activity location to another ordering activity location), unless the Contractor shall undertake such relocation.

**10. TITLE:**

During the lease term, product shall always remain the property of the Contractor. The ordering activity shall have no property right or interest in the product except as provided in this leasing agreement and shall hold the product subject and subordinate to the rights of the Contractor. Software and software licenses shall be deemed personal property. The ordering activity shall have no right or interest in the software and related documentation except as provided in the license and the lease. Upon the Commencement Date of the Lease Term, the ordering activity shall have an encumbered license to use the software for the Lease Term. The ordering activity's encumbered license rights in the software will be subject to the same rights as provided to a purchaser of a license under the terms of this contract except that the ordering activity will not have an unencumbered, paid-up license until it has made all lease payments for the full Lease Term in the case of an Lease To Ownership or has otherwise paid the applicable purchase option price.

**11. TAXES:**

The lease payments, purchase option prices, and interest rates identified herein exclude all state and local taxes levied on or measured by the contract or sales price of the product furnished hereunder. The ordering activity will be invoiced for any such taxes as Contractor receives such tax notices or assessments from the applicable local taxing authority. Pursuant to the provisions of FAR 52.229-1 (Deviation – May 2003), State and Local Taxes, the ordering activity agrees to pay tax or provide evidence necessary to support an exemption from the tax.

**12. OPTION TO PURCHASE EQUIPMENT (FEB 1995) (FAR 52.207-5)**

- (a) The Government may purchase the equipment provided on a lease or rental basis under this contract. The Contracting Officer may exercise this option only by providing a unilateral modification to the Contractor. The effective date of the purchase will be specified in the unilateral modification and may be any time during the period of the contract, including any extensions thereto.
- (b) Except for final payment and transfer of title to the Government, the lease or rental portion of the contract becomes complete and lease or rental charges shall be discontinued on the day immediately preceding the effective date of purchase specified in the unilateral modification required in paragraph (a) of this clause.

(c) The purchase conversion cost of the equipment shall be computed as of the effective date specified in the unilateral modification required in paragraph (a) of this clause, on the basis of the purchase price set forth in the contract, minus the total purchase option credits accumulated during the period of lease or rental, calculated by the formula contained elsewhere in this contract.

(d) The accumulated purchase option credits available to determine the purchase conversion cost will also include any credits accrued during a period of lease or rental of the equipment under any previous Government contract if the equipment has been on continuous lease or rental. The movement of equipment from one site to another site shall be “continuous rental.”

**A. 1-Way Numeric (Local & NW)**

**New:**

SIN #	Manufacturer	MFR Part #	Product Description	GSA Price w/IFF
532420L	Unication	NP88L	1-Way Numeric (Local & NW)	\$ 2.13

**B. 1-Way Alphanumeric (Local & NW):**

**NEW**

SIN #	Manufacturer	MFR Part #	Product Description	GSA Price w/IFF
532420L	Unication	ElegantL	1-Way Alphanumeric (Local & NW)	\$ 5.80

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF  
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY NEW  
EQUIPMENT (SPECIAL ITEM NUMBER 33411,  
PURCHASE NEW PAGERS**

**1. MATERIAL AND WORKMANSHIP**

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

**2. ORDER**

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

For credit card orders and BPAs, telephone orders are permissible.

**3. TRANSPORTATION OF EQUIPMENT**

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

**4. INSTALLATION AND TECHNICAL SERVICES**

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

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

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 33411.

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

**5. INSPECTION/ACCEPTANCE**

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

**6. WARRANTY**

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

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

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

d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, address is as follows: 1600 Eubank Blvd N.E  
Albuquerque, NM. 87112

**7. PURCHASE PRICE FOR ORDERED EQUIPMENT**

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less. Equipment may only be purchase with the associated service. NO equipment will be sold without a service contract.

**8. RESPONSIBILITIES OF THE CONTRACTOR**

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

**9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT**

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

**New**

**A. 1-Way Numeric (Local & NW)**

SIN #	Manufacturer	MFR Part #	Product Description	GSA Price w/IFF
33411	Unication	NP88	1-Way Numeric (Local & NW)	\$ 38.35

**New**

**B. 1-Way Alphanumeric (Local & NW):**

SIN #	Manufacturer	MFR Part #	Product Description	GSA Price w/IFF
33411	Unication	Elegant	1-Way Alphanumeric (Local & NW)	\$ 104.47

**New**

**E. Special Use Pager Equipment:**

SIN #	Manufacturer	MFR Part #	Product Description	GSA Price w/IFF
33411	Unication	PD800D	Special Use Pager Equipment Paddler Pager	\$ 85.95

33411	Unication	Coaster1	Special Use Pager Equipment Coaster Pager	\$ 51.58
33411	Nighthawk	NH100	Special Use Pager Equipment	\$ 330.61
33411	Nighthawk	Hydro Pro 1000	Special Use Pager Equipment	\$ 495.91