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

Special Item No. 132-8 Purchase of Equipment
Special Item No. 132-12 Maintenance, Repair Service and Repair Parts/Spare Parts
Special Item No. 132-32 Term Software Licenses
Special Item No. 132-33 Perpetual Software Licenses
Special Item No. 132-34 Maintenance of Software
Special Item No. 132-50 Training Courses
Special Item No. 132-62 HSPD-12 Product and Service Components

SIN 132-8 PURCHASE OF EQUIPMENT

FSC CLASS 7010 – SYSTEM CONFIGURATION
End User Computers/Desktop Computers, Professional Workstations, Other System Configuration Equipment, NEC
FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES
Network Equipment
Storage Devices, including Magnetic Storage, Magnetic Tape Storage and Optical Disk Storage
Other Communications Equipment
FSC CLASS 7042 - MINI AND MICRO COMPUTER CONTROL DEVICES
Microcomputer Control Devices
FSC CLASS 6145 – WIRE AND CABLE, ELECTRICAL
FSC CLASS 5810 – COMMUNICATIONS SECURITY EQUIPMENT AND COMPONENTS
FSC CLASS 5820 - RADIO AND TELEVISION COMMUNICATION EQUIPMENT, EXCEPT AIRBORNE
Two-Way Radio Transmitters/Receivers/Antennas- Installation (FPDS Code N070) for Equipment Offered
- Installation (FPDS N070)
- Deinstallation (FPDS N070)
- Reinstallation (FPDS N070)

NOTE: Installation must be incidental to, in conjunction with and in direct support of the products sold under SIN 132-8 of this contract and cannot be purchased separately. If the construction, alteration or repair is segregable and exceeds $2,000, then the requirements of the Davis-Bacon Act apply. In applying the Davis-Bacon Act, ordering activies are required to incorporate wage rate determinations into orders, as applicable.

SIN 132-12 - MAINTENANCE OF EQUIPMENT, REPAIR SERVICE, AND REPAIR PARTS/SPARE PARTS (FPDS Code J070 - Maintenance and Repair Service)

- Maintenance
- Repair Service
- Repair Parts/Spare Parts

SIN 132-32 – TERM SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers
Application Software
Microcomputers
Application Software

SIN 132-33 - PERPETUAL SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE: Large Scale Computers: Utility, Application and Communications Software; Microcomputers: Application and Utility Software

SIN 132-33 - PERPETUAL SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE
Large Scale Computers
- Application Software
- Utility Software
- Communications Software

Microcomputers
- Application Software
- Utility Software

NOTE: 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**.

SIN 132-34 - MAINTENANCE OF SOFTWARE

1. Software Maintenance as a Product

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

2. Software Maintenance as a Service

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

SIN 132-50 - TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (FPDS Code U012)

SPECIAL ITEM NO. 132-62 HSPD-12 PRODUCT AND SERVICE COMPONENTS (FPDS D399)

Personal Identity Verification (PIV) Credentials and Services. This facilitates trusted physical and electronic access to government facilities and networks using smart card technology. PIV Credentials and Services is a key enabler of identity assurance for access control and protects Federal facilities and information systems from unauthorized access, interception, and tampering.

Alternative Technology, Inc.
24 Inverness Place East
Englewood, CO 80112
800-544-7674
Fax: 720-873-7520
www.alttech.com

Contract Number: GS-35F-0296R
Period Covered by Contract: January 28, 2005 through January 27, 2010

General Services Administration
Federal Acquisition Service

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

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INFORMATION FOR ORDERING ACTIVITIES
APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal 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). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.fss.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

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

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

1. GEOGRAPHIC SCOPE OF CONTRACT:

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

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

Offerors are requested to check one of the following boxes:

[X] The Geographic Scope of Contract will be domestic and overseas delivery.
[ ] The Geographic Scope of Contract will be overseas delivery only.
[ ] The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Ordering Address:	Payment Information:
Alternative Technology, Inc.	Alternative Technology, Inc.
GSA Order Administration	Department 382
24 Inverness Place East	Denver, CO 80291-0382
Englewood, CO 80112	

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will/will not be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

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

800-544-7674

When Authorized Dealers are allowed by the Contractor to bill ordering activities and accept payment, the order and/or payment must be in the name of the Contractor, in care of the Authorized Dealer.

3. LIABILITY FOR INJURY OR DAMAGE

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

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

Block 9: G. Order/Modification Under Federal Schedule
Block 16: Data Universal Numbering System (DUNS) Number: 609621909
Block 30: Type of Contractor - B. Other Small Business (SINs 132-3, 132-33, 132-34, 132-62)
C. Large Business (SIN 132-12)
Block 31: Woman-Owned Small Business - No
Block 36: Contractor's Taxpayer Identification Number (TIN): 84-1098180

4a. CAGE Code: 34GP3
4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-8, 132-33, 132-62	30 Days
132-32, 132-12, 132-34	As Negotiated

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: Net 30 Days

b. Novell Volume Pricing:

As additional purchases (products and maintenance) are made, the enrolled Customer and any sub-enrolled subsidiaries cumulatively qualify toward the next earned discount level:

$404,000	38% Discount (listed price in pricelist pages)
$2,500,000	43% Discount*
$5,000,000	48% Discount*

*Contact Alternative for actual pricing.

c. Government Educational Institutions receive the same discounts as all other Government customers. For Vericept products, special Educational pricing is offered. Contact Alternative for more details.

8. TRADE AGREEMENTS ACT OF 1979, as amended:

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

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING: Not Available

10. Small Requirements: The minimum dollar value of orders to be issued is $1.

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

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

Special Item Number 132-8 - Purchase of Equipment
Special Item Number 132-12 – Maintenance of Equipment, Repair Service, and Repair Parts/Spare Parts
Special Item Number 132-32 – Term Software Licenses
Special Item Number 132-33 - Perpetual Software Licenses
Special Item Number 132-34 – Maintenance of Software

b. The Maximum Order value for the following Special Item Numbers (SINs) is $25,000:

Special Item Number 132-50 - Training Courses

c. The Maximum Order value for the following Special Item Numbers (SINs) is $1,000,000:
Special Item Number 132-62 – HSPD-12 Product and Service Components

12. ORDERING PROCEEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

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

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

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

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

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

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal 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. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

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

(1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));

(2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;

(3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and

(4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

(1) Time of delivery/installation quotations for individual orders;

(2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.

(3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

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

19. OVERSEAS ACTIVITIES

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

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 132-8.

23. SECTION 508 COMPLIANCE.

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

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

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

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

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

(b) The following statement:

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

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

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

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

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

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

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

26. SOFTWARE INTEROPERABILITY.

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

27. ADVANCE PAYMENTS

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

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT (SPECIAL ITEM NUMBER 132-8)

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.

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 received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds $2,000, then the requirements of the Davis-Bacon Act applies. The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

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.

AEP Networks, Inc.

NSP, Net, Keyper Annual Maintenance & Support Program

(Mandatory in Year 1)

If any hardware product is defective in materials or workmanship or fails in normal service, customer will receive a next business day replacement so long as AEP has completed a determination of failure prior to the customary next-day shipment cut-off times for express courier services. Service for next business day delivery may not be available in all locations. AEP will make every reasonable effort to provide Next Business Day if available. Program subscribers should contact AEP Networks Customer Care for assistance. An RMA number (Return Material Authorization) must be issued by AEP Networks Customer Care and included in the documentation sent with the unit when it is returned for repair or replacement. AEP will not accept hardware returned without an RMA number.

The AEP customer or partner shall at its expense return failed AEP hardware to AEP Networks, 40 W. Gude Dr., Suite 200, Rockville, MD 20850. Malfunctioning hardware must be returned to AEP under a valid returned material authorization (RMA) within ten (10) business days or the customer or partner will be invoiced for the replacement hardware appliance. AEP will pay for returning the replaced or repaired units to the customer or partner.

AEP Networks may, at its sole discretion, use new or refurbished appliances of equal or greater value when replacing hardware under this program. AEP provides no warranty for any hardware that exhibits physical damage or that falls under any of the following exclusions: platform damaged during installation or removal (such as broken connectors and broken covers); platform damaged during system integration; platform damaged by modification or repair; acts of God; platform damaged because of poor packaging during shipping; platform that has been the subject of abuse, unreasonable use or mistreatment; platform damaged by environmental conditions (such as corrosion or staining); platform that has been defaced (such as label alternations, serial number missing, serial number no longer discernible, serial number invalid) or the hardware is determined to be stolen or scrapped.

Fortinet:

90 Days Return to Factory warranty

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, the address is as follows:

Radware: 3505 Cadillac Ave.,. Ste. K1 Costa Mesa, CA 92626

IGEL: 545 NW 33rd Ave., Ste. 100 Ft. Lauderdale, FL 33309

Fortinet: 1090 Kifer Road Sunnyvale, CA 94086

WYSE

3 year Return-to-Depot Warranty – Covers any manufacture defect not caused by normal ware and tare. Custoemr is responsib le to get RAM number, package and return the defective devise to Wyse. Wyse will repair or replace and pay for shipping back to the customer. Details and the warranty card can be found at: http://www.wyse.com/serviceandsupport/service/prodwarr.asp

Address for Repair:

31 W154 91st Street, Suite 106
Naperville, Il 60564

Parts and Service:

31 W154 91st Street, Suite 106
Naperville, IL60564

1542 Montague Expressway
San Jose, CA 95131

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.

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).

TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT (AFTER EXPIRATION OF GUARANTEE/WARRANTY PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED BY GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED EQUIPMENT (SPECIAL ITEM NUMBER 132-12)

1. SERVICE AREAS

a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within any mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be stated in paragraphs 7.d and 8.d of this Special Item Number 132-12.

b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

Alternative Technology, Inc.

24 Inverness Place East

Englewood, CO 80112

OR At the Manufacturer’s Location Listed in 6d. Above

2. MAINTENANCE ORDER

a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 132-12). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.

b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lessor period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.

c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.

d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.

e. Cross-year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.

b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

4. LOSS OR DAMAGE

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

5. SCOPE

a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.

b. Equipment placed under maintenance service shall be in good operating condition.

(1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.

(2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.

(3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

6. RESPONSIBILITIES OF THE ORDERING ACTIVITY

a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.

b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.

7. RESPONSIBILITIES OF THE CONTRACTOR

For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.

8. MAINTENANCE RATE PROVISIONS

a. The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.

b. REGULAR HOURS

The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.

c. AFTER HOURS

Should the ordering activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.

d. TRAVEL AND TRANSPORTATION

If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and the Contractor's service area, the charge will be: None

9. GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS

WYSE:

a. REPAIR SERVICE

All repair work will be guaranteed/warranted for a period of 90 days

b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period of 90 days

10. INVOICES AND PAYMENTS

a. Maintenance Service

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

(2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

b. Repair Service and Repair Parts/Spare Parts

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

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

1. INSPECTION/ACCEPTANCE

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

2. GUARANTEE/WARRANTY

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

AEP Networks, Inc.:

AEP Networks, Inc. ("Licensor") Software Purchase Warranty - SmartGate

AEP warrants for a period of ninety (90) days from the commencement of the term of the license that software shall perform substantially in accordance with the documentation accompanying the software. Neither AEP nor any Third Party warrants that the functions contained in the Software will meet user requirements, that the operation of the Software will be uninterrupted or error-free, or that all errors are correctable. The warranty set forth here shall not apply to any claimed defect that is the result of accident, abuse or misuse, or if any of the terms of the License are violated. Other than Licensor's foregoing limited warranty, the licensed components are provided "as is" with no warranty whatsoever.

Fortinet

One Year warranty

Utimaco

Warranty Disclaimer. The Software, the Documentation, the Support Services and any other services that may be provided by Utimaco to Customer are provided "AS IS" without any warranty of any kind. Utimaco, on behalf of itself and its suppliers, hereby expressly disclaims all warranties with regard to the Software, the Documentation, the Support Services and any other services, whether express, implied, statutory or otherwise, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, title and noninfringement and any warranties arising out of course of dealing or course of performance. Utimaco does not warrant that Customer's use of the Software will be error-free, uninterrupted, or secure. Utimaco warrants to the best of its actual knowledge as of the Effective Date that upon delivery to Customer, the Software is free of viruses. Customer acknowledges that it has relied on no warranties and that no warranties are made herein by Utimaco or any of Utimaco's suppliers.

Except for breaches of confidentiality and infringement indemnification, In no event shall contractor be liable for any consequential, indirect, exemplary, special, or incidental damages, including without limitation any lost data, lost profits or costs of procurement of substitute goods or services, arising from or relating to this Agreement, however caused and under any theory of liability (including negligence), even if the party has been advised of the possibility of such damages. Contractor's total cumulative liability in connection with this Agreement, the Software, the Maintenance and any other services provided by Utimaco to Customer hereunder, whether in contract or tort or otherwise, will not exceed the amount of the fees paid to Utimaco attributable to the licensing of Utimaco software pursuant to a Software License Agreement executed between Utimaco and Customer. The Government acknowledges that this arrangement reflects the allocation of risk set forth in this Agreement and that

Contractor would not enter into this Agreement without these limitations on its liability. The Government acknowledges that these limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

DataCore

Limited Warranty. DataCore warrants for a period of ninety (90) days from delivery (including any period of evaluation) that the Software will substantially conform under normal use to DataCore's specifications contained in the documentation accompanying the Software. DataCore will, at its sole discretion, either promptly replace any Software or defective media that fail to comply with this warranty at its cost or refund the amount paid for the Software. "Documentation" means system or user level information contained in the user guides and operating manuals provided by DataCore with the Software. Any claims submitted under this section must be submitted in writing to DataCore within the specified warranty period. This limited warranty is void if failure of the Software results from accident, abuse, misapplication, abnormal use or a virus. Any replacement for the Software, and any bug fix, maintenance release or update to the Software, will be warranted under this limited warranty for the remainder of the original warranty period applicable to the Software or thirty (30) days from its delivery, whichever is longer. THIS SECTION STATES YOUR SOLE AND EXCLUSIVE REMEDY, AND DATACORE'S AND ITS SUPPLIERS' SOLE AND EXCLUSIVE LIABILITY, IN CONNECTION WITH THE SOFTWARE, INCLUDING FOR ANY BREACH OF THE WARRANTY RELATING TO THE SOFTWARE. THIS LIMITED WARRANTY SET FORTH IN THIS SECTION GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY HAVE ADDITIONAL RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, AND DATACORE AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, INCLUDING ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT AND AGAINST HIDDEN DEFECTS TO THE FULLEST EXTENT PERMITTED BY LAW. DATACORE DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT USE OF THE SOFTWARE WILL BE UNINTERRUPTED, ERROR FREE, OR FREE OF VARIATIONS FROM THE DOCUMENTATION. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. To the extent that an implied warranty or condition is created and cannot be disclaimed as provided above pursuant to applicable law, such implied warranty or condition is limited to the greater of ninety (90) days from delivery or the minimum period required by law. DataCore will warrant or imply merchantability and fitness for a particular purpose only to the extent it is required and cannot be disclaimed by applicable law. Such warranties are limited to the greater of ninety (90) days from delivery or the minimum period required by law, and all remedies for such warranties are limited to those set forth in the standard limited warranty applicable to the product or service warranted.

Limited Liability: UNDER NO CIRCUMSTANCES WILL DATACORE OR ITS SUPPLIERS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, SAVINGS, BUSINESS, GOODWILL OR DATA, COST OF COVER, RELIANCE DAMAGES OR ANY OTHER SIMILAR DAMAGES OR LOSS, EVEN IF DATACORE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS LIMITED BY APPLICABLE LAW, DATACORE'S AND ITS SUPPLIERS' TOTAL LIABILITY UNDER THIS AGGREEMENT OR OTHERWISE SHALL IN NO EVENT EXCEED THE GREATED OF $100 OR THE LICENSE FEE PAID BY YOU FOR THE SOFTWARE GIVING RISE TO THE LIABILITY. THE LIABILITY LIMITATION SET FORTH IN THIS AGREEMENT SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXLUSIVE REMEDY PROVIDED IN THIS AGREEMENT OR THE INVALIDITY OF ANY OTHER PROVISION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Support/Maintenance Services:

DataCore warrants that it will perform the Support Services in a professional manner, in accordance with generally accepted industry standards. If any Support Services do not comply with the warranty in this Section, DataCore will, at its discretion, either perform the Support Services again or refund the relevant Support Fees paid for such Support Services. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND DATACORE'S AND ITS SUPPLIERS' SOLE AND EXCLUSIVE LIABILITY, IN CONNECTION WITH THE SUPPORT SERVICES, INCLUDING FOR ANY BREACH OF WARRANTY IN THIS SECTION.

THE WARRANTY SET FORTH ABOVE AND THE SOFTWARE WARRANTY SET FORTH IN THE EULA ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, AND DATACORE AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, INCLUDING ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT AND AGAINST HIDDEN DEFECTS TO THE FULLEST EXTENT PERMITTED BY LAW. DATACORE DOES NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS OR THAT USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. Datacore will warrant or imply merchantability and fitness for a particular purpose only to the extent it is required and cannot be disclaimed by applicable law. Such warranties are limited to the greated of ninety (90) days from delivery or the minimum period required by law, and all remedies for such warranties are limited to those set forth in the standard limited warranty applicable to the product or service warranted.

IN NO EVENT SHALL EITHER PARTY OR ITS SUPPLIERS BE LIABLE TO THE OTHER PARTY OR ANY PERSON FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, SAVINGS, BUSINESS, GOODWILL OR DATA, COST OF COVER, RELIANCE DAMAGES OR ANY OTHER SIMILAR DAMAGES OR LOSS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT AS LIMITED BY APPLICABLE LAW, DATACORE'S AND ITS SUPPLIERS TOTAL LIABILITY, UNDER THIS AGREEMENT OR OTHERWISE SHALL IN NO EVENT EXCEED THE GREATER OF $100 OR THE AMOUNT PAID BY CUSTOMER FOR THE SUPPORT SERVICES TERM (ANNUAL OR PER INCIDENT, AS APPLICABLE) IN WHICH THE LIABILITY AROSE.

THE LIABILITY LIMITATIONS IN THIS AGREEMENT, SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY PROVIDED UNDER THIS AGREEMENT OR THE INVALIDITY OF ANY OTHER PROVISION. IF THE LIMITATIONS ON LIABILITY SET FORTH IN THIS AGREEMENT ARE NOT ENFORCEABLE UNDER APPLICABLE LAW, THEN DATACORE'S AND ITS SUPPLIERS' LIABILITY HEREUNDER SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

Professional Services:

DataCore warrants solely to Customer that it will perform the Services in a professional manner in accordance with generally accepted industry standards. If any Services do not comply with the warranty in this Section, DataCore will, at its discretion, either perform the Services again or refund the relevant Service fees paid for such Services. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND DATACORE'S SOLE AND EXCLUSIVE LIABILITY, IN CONNECTION WITH THE SERVICES, INCLUDING FOR ANY BREACH OF THE WARRANTY IN THIS SECTION. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, AND DATACORE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, INCLUDING ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT. DATACORE DOES NOT WARRANT THAT THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. DATACORE MAKES NO WARRANTY TO THE RESELLER. Datacore will warrant or imply merchantability and fitness for a particular purpose only to the extent it is required and cannot be disclaimed by applicable law. Such warranties are limited to the greated of ninety (90) days from delivery or the minimum period required by law, and all remedies for such warranties are limited to those set forth in the standard limited warranty applicable to the product or service warranted.

IN NO EVENT SHALL ANY PARTY OR ITS SUPPLIERS BE LIABLE TO THE OTHER PARTY OR ANY PERSON FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, SAVINGS, BUSINESS, GOODWILL OR DATA, COST OF COVER, RELIANCE DAMAGES OR ANY OTHER SIMILAR DAMAGES OR LOSS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS LIMITED BY APPLICABLE LAW, DATACORE'S TOTAL LIABILITY, UNDER THIS SOW OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE SERVICES GIVING RISE TO THE LIABILITY. THE DATACORE SOFTWARE IS NOT DESIGNED OR LICENSED FOR USE IN ON-LINE EQUIPMENT IN HAZARDOUS ENVIRONMENTS SUCH AS OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR CONTROL, OR LIFE-CRITICAL APPLICATIONS. AS MORE FULLY SET FORTH IN THE LICENSE FOR DATACORE SOFTWARE, IT IS THE CUSTOMER'S RESPONSIBILITY SOLELY, AND NOT DATACORE'S RESPONSIBILITY, TO ASSURE THAT THE USE OF THE

SOFTWARE IS NOT IN A HAZARDOUS ENVIRONMENT OR LIFE-CRITICAL APPLICATION, AND DATACORE SHALL NOT HAVE ANY LIABILITY ARISING FROM RENDERING SERVICES WITH RESPECT TO SOFTWARE THAT IS OR IS TO BE INSTALLED IN A HAZARDOUS ENVIRONMENT OR LIFE-CRITICAL APPLICATION. THE LIABILITY LIMITATIONS IN THIS SECTION ARE A MATERIAL INDUCEMENT TO EACH PARTY'S ENTRY INTO THIS SOW, AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY PROVIDED UNDER THIS SOW. THIS SECTION SHALL SURVIVE THE TERMINATION AND THE COMPLETION OF THIS SOW.

ThinPrint

Standard Legal warranty in Germany is 12 months for non-consumers and 24 months for consumers; such warranty is applied by ThinPrint.

BlueCoat

Hardware Warranty – Product Warranty. The warranty period for hardware is (12) twelve months and for software is (90) ninety days from hipment in accordance with Vendor's standard warranty policy for the applicable Products. Any third party products provided under this Agreement shall be subject exclusively to the manufacturers' warranty for such products. If the Product fails during the warranty period to conform to Vendor's specifications, Distributor shall notify Vendor, and Vendor will repair or replace the Product in accordance with the applicable warranty return procedures.

Software Warranty – Product Warranty. The warranty period for hardware is (12) months and for software is (90) days from shipment in accordance with Vendor's standard warranty policy for the applicable Products. Any third party products provided under this Agreement shall be subject exclusively to the warranty period to conform to Vendor's specifications, Distributor shall notify Vendor, and Vendor will repair or replace the product in accordance with the applicable warranty return procedures.

Warranty Restrictions – The hardware and software warranties do no apply if the Product:

- The warranties exclude damange or failure resulting from abuse, misuse, alteration, unauthorized modification, acts of nature or disaster, or unauthorized repair or installation.

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.

DataCore: DataCore will only warrant or imply merchantability and fitness for a particular purpose to the extent it is required and cannot be disclaimed by applicable law. Such warranties are limited to the greater of ninety (90) days from delivery or the minimum period required by law, and all remedies for such warranties are limited to those set forth in the standard limited warranty applicable to the product or service warranted.

Bluecoat: Contractor does not warrant merchantability or fitness for a particular purpose.

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.

DataCore: UNDER NO CIRCUMSTANCES WILL DATACORE OR ITS SUPPLIERS BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, SAVINGS, BUSINESS, GOODWILL OR DATA, COST OF COVER, RELIANCE DAMAGES OR ANY OTHER SIMILAR DAMAGES OR LOSS, EVEN IF DATACORE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS LIMITED BY APPLICABLE LAW, DATACORE'S AND ITS SUPPLIERS' TOTAL LIABILITY UNDER THIS AGREEMENT OR OTHERWISE SHALL IN NO EVENT EXCEED THE GREATER OF $100 OR THE LICENSE FEE PAID BY YOU FOR THE SOFTWARE GIVING RISE TO THE LIABILITY. THE LIABILITY LIMITATIONS SET FORTH IN THIS AGREEMENT SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY PROVIDED IN THIS AGREEMENT OR THE INVALIDITY OF ANY OTHER PROVISION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Bluecoat: Contractor is not liable to any party for consequential damages for any reason.

WYSE: Limited Three-Year Warranty

Please Retain Proof of Purchase

Manufacturer warrants this product to be free from defects in material and workmanship for a period of Three (3) years after the original date of consumer purchase. During this period manufacturer will, at its option, either replace a defective product with a new or rebuilt prduct or repair it with new or rebuilt parts at no charge except as stated below. The parts or product that are replaced become the property of manufacturer.

To Obtain service under this limited warranty, deliver the product, along with the dated proof of purchase, to manufacturer or a Factory Authorized Service Center. If you choose to use manufacturer's factory service, call manufacturer for a Return Material Authoization (RMA) number. If you cannot deliver the product in person:

- Pack it in its orginal shipping container (or equivalent)
- Put the RMA number on the address label
- Insure it (or assume the risk of loss/damage during shipment)
- Pay all shipping charges

Manufacturer will pay the return shipping charges.

For a RMA number or the address of the nearest Factory Authorized Service Center call one of the phone numbers listed below

If through no fault of the customer, manufacturer is unable to replace or repair the product as provided for above, manufacturer will refund the cusomter's purchase price. In order to obtain a refund, you must either deliver the product in person or ship the product to the Customer Service Location as directed by the RMA Department. Upon receipt of the product and verification of payment, manufacturer will refund the purchase price plus reasonable shipping charges.

This limited warranty does not cover any losses or damages that occur as a result of:

- Shipping or improper installation or maintenance
- Misuse
- Neglect
- Any use other than ordinary commercial or industrial application
- Adjustment
- Repair, modification, or installation of options or parts by anyone other than a Factory Authorized Service Center.
- Improper environment
- Excessive or inadequate heating or air conditioning or electrical power failures, surges, or
- Other irregularities

This limited warranty does not cover any of the products hardware that you or any third party has modified or altered; you bear the sole responsibility and liability for any such modifications or alteration.

MANUFACTURER HEREBY DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES FOR THIS PRODUCT, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES AND COUNTRIES MAY NOT ALLOW THE EXLUSION OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

THIS LIMITED ONE-YEAR WARRANTY GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE OR COUNTRY TO COUNTRY.

North America and Rest of World	Europe, Middle East, Africa (EMEA)
Wyse Technology	

3471 N. First St.

San Jose, CA 95134

800-800-9973 or 408-435-2770

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number for the purpose of providing user assistance and guidance in the implementation of the software.

AEP Networks: 888-220-8663 . The technical support number is available from 9 am to 5 pm EST, Monday through Friday.

Utimaco: 877-UTIMACO (877 884 6226)

DataCore: For assistance anmd guidance regarding implementation of the software, please see the authorized DataCore partner from which the software was purchased. Technical support for customers that have purchased DataCore support can be reached at 888-304-9273 24 hours per day, 7 days per week, 365 days per year.

ThinPrint: 303-487-1302 from 8am to 5pm. (Mountain Time)

Bluecoat: 866-36-BCOAT 8am to 5pm (Pacific Time). Technical Support is subject to the purchase of a support services agreement.

WYSE: 800-800-9973 7a.m. to 4 p.m. PST

4. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined:

1. Software Maintenance as a Product

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

2. Software Maintenance as a Service

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

AEP Software Annual Maintenance & Support Program - SmartGate

AEP will provide access to software bug fix updates and new feature software upgrades. Access to certain new features may require additional software licensing fees. AEP reserves the right to decline access to software support, updates and upgrades for non-compliance with program policies and procedures, customer non-payment or other account issues at AEP's discretion.

Program includes best efforts telephone and e-mail support from AEP Networks Customer Care personnel to customer's SmartGate Adminstrators during normal business hours (9 a.m. to 5 p.m. U.S. Eastern time) and access to AEP Networks' on-line Knowledge Base.

NSP, Net, Keyper Annual Maintenance & Support Program

(Mandatory in Year 1)

AEP will provide access to software bug fix updates and new feature software upgrades. Access to certain new features may require additional software licensing fees. AEP reserves the right to decline access to software support,

updates and upgrades for non-compliance with program policies and procedures, customer non-payment or other account issues at AEP's discretion.

This program Includes best efforts telephone and e-mail support from AEP Networks Customer Care personnel to customer's NSP, Net, Keyper Adminstrators during normal business hours (9 a.m. to 5 p.m. U.S. Eastern time) and access to AEP Networks' on-line Knowledge Base.

AEP SmartGate Turnkey Annual Maintenance & Support Program

(Mandatory in Year 1)

AEP will provide access to SmartGate software bug fix updates and new feature software upgrades. Access to certain new features may require additional software licensing fees. AEP reserves the right to decline access to software support, updates and upgrades for non-compliance with program policies and procedures, customer non-payment or other account issues at AEP's discretion.

Program includes best efforts telephone and e-mail support from AEP Networks Customer Care personnel to customer's Smartgate Adminstrators during normal business hours (9 a.m. to 5 p.m. U.S. Eastern time) and access to AEP Networks' on-line Knowledge Base.

Program includes a 1-year SUN Silver service plan; including: SUN technical support, SUN hardware on-site service with a 4 business hour service response time, and Solaris™ OS releases and on-demand updates.

WYSE: Maintenance releases, minor version updates, major version upgrades, and product feature enhancements during the maintenance coverage period.

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

Utimaco:

Expert Technical Support — As a subscriber to our Support and Maintenance Program, you will enjoy the benefits of unmatched tech support for your Utimaco product(s). This includes:

Online Support — For the fastest possible resolutions, our technical support and knowledge base articles are available on the web at http://americas.utimaco.com/support. With your subscription, you will have access to exclusive, member-only services including:

Utimaco online preferred support, allowing you to submit support tickets directly to Utimaco support specialists.

Member-only knowledge base; including technical articles, tips from the experts, and troubleshooting advice.

Unlimited access to our member-only downloads; including extras, service packs, and software patches not released to the general public.

Telephone Support — You can also get help with installation or configuration of your Utimaco software product(s) from our expert phone support engineers. Our support engineers are available to assist you with any problem or question you may have about your product(s). Help is available via our support hotline Monday-Friday 9:00AM - 5:00PM EST by calling 1 (800) 688-1199.

Unlimited Upgrades — Utimaco is committed to providing regular releases of our software to add features and improve performance. For this reason, Utimaco releases new versions on a regular basis. During the period your agreement is active, you may upgrade to the latest version of your software title.

Software Updates and Patches — As needed, Utimaco will release fixes and patches to existing versions of our products. Unlimited priority access to all software updates and service packs are included with your subscription.

DataCore:

Support Plan	Premium Support[1]	Per-Incident Support	Technical Assistance (Trial Version only)
Product	SANmelody / SANsymphony / Traveller / SANmaestro	SANmelody Lite / UpTempo	SANmelody / Uptempo (Trial Version)
Support Hours	24 hours 7days per week 365 days	Monday-Friday 9am-6pm in country	N/A
Online resources	Yes	Yes	Yes
Email and Web Support	Yes	Yes	Email only
Phone Support	Yes	Yes	No
Updates and Upgrades	Yes[2]	No	No
Severity 1	1 hour from incident submission	Within 1 business day of incident submission	N/A
Severity 2	4 hours from incident submission	Within 1 business day of incident submission	N/A
Severity 3	Next business day after incident submission	Within 1 business day of incident submission	N/A
Pricing	Based on product license $600 minimum	$90 per incident	No Charge

[1] DataCore's Annual Support Terms and Conditions apply to Premium Support

[2] Upgrades are included for SANmelody only if the supported software is SANmelody v. 2.0 or later versions

In order to receive support, you must first register your products for support through our website. Registration of trial software is not needed and will not be accepted. Registration should be performed by your *designated contacts* who are the people who will contact and work with our support team when product support is required.

We support only the current full release and one release prior to the current full release. For example, SANsymphony 5.x and SANsymphony 6.x are supported. On-site support is not provided as part of our support programs. DataCore uses a secure, customer-initiated, remote support tool for providing effective troubleshooting should it be required.

To assure maximum benefit from the use of our products, we highly recommend that the Administrator participate in a DataCore Training Course, planning for and execution of an installation, upgrade or migration should be performed by DataCore Professional Services or a Partner using a DataCore Certified Installation Engineer (DCIE). Any issues due to installation errors when an installation was performed without a DCIE may result in support being withdrawn until re-installed by a DCIE with services to be paid by the customer.

Premium Support

DataCore offers a premium annual support subscription for those who need around the clock support for DataCore

software that includes product updates and upgrades.

The support program includes the following:

- One year, Web, email and phone access to support.
- Coverage hours are 24 hours a day, 7 days a week, 365 days per year.
- Response goals based on customer indicated severity levels.
- Product updates and upgrades.

Annual support must be purchased for each DataCore Software product (base product and options) within an enterprise if annual support is to be purchased for any of them.

Per-Incident Support
DataCore offers pay-per-incident support to licensed DataCore Software users. Each incident voucher that you purchase entitles you to report one (1) problem.

You may choose to correspond with a DataCore customer service representative via email or phone. Pay-per-incident support is available Monday thru Friday, 9am to 6pm in country, excluding public holidays.

You will be asked to register before submitting an incident. Our response goal for Per-Incident Support is that you will receive a response from a DataCore customer service representative within one business day after the incident is submitted. Unused incident vouchers expire one year after the date of purchase.

Technical Assistance (Trial Version only)
DataCore offers customers downloading our any DataCore Evaluation software several online resources to assist with their no-charge preview. These include:

- Frequently Asked Questions (FAQ knowledgebase)
- Technical bulletins

Questions left unanswered by the online resources may be submitted to our support team at sanmelodysupport@datacore.com for SANmelody or support@datacore.com for all other DataCore products. We welcome your questions and suggestions as to how to improve our products and the evaluation experience. However, please understand that we cannot assure that we will respond to you personally or within any given time frame.

Contacting Support

Web Support
The Web Service is the preferred method of requesting assistance from DataCore.

The Support web site offers access to our Knowledge Base, which contains hundreds of documented technical issues for all of our products, is regularly updated by our support staff, and provides proactive notification of updates to specific issues. The Knowledge Base is accessible free of charge to all customers, with more technical solutions made available to registered users who are logged in. For personal assistance, log-in to this site using the customer login and password. Enter descriptive information about your issues and set the severity level for the incident, as applicable.

Email Support

Email service is available through sanmelodysupport@datacore.com for SANmelody or support@datacore.com for all other DataCore products. All emails for new issues will generate incidents for registered customers. All email requests from registered customers are treated as Severity 3.

Phone Support 888-304-9273

The DataCore support number is available 24 hours a day, 365 days a year. Calls to any support phone numbers will be routed to the active, worldwide call center and responded to according to the level of support purchased by the customer. It is recommended that a Severity 1 phone call be followed up by logging a web incident. (Severity levels are defined below)

What to Have Ready When You Contact Support

Effective support depends directly on the quality of data provided by the person entering the incident. When contacting DataCore Support, please have the following information available:

- Severity Level
- Your Company Name (and end-user name if you are not the end-user)
- Contact name, telephone number(s), email address and preferred method of communication (email, phone)
- Product or product feature
- Release version and or PSP level
- The product's license key number
- Procedure used for producing the problem
- The last change implemented when problem occurred
- For each FC / Ethernet / SCSI HBA Controller in Storage Server
    - Make and Model Number
    - Firmware Revision
    - Driver Release Level
- Storage Server Hardware Description
- Network Diagram (for Configuration, Performance or High Availability issues)
- Description of High Availability Implementation (for High Availability issues)

Accurately describe the issue and be prepared to provide appropriate log files or screen captures. You should have access to the Software.

Remember that files can always be attached to the personal assistance request. Screen shots and event logs are valuable resources when attempting to understand or resolve an issue.

DataCore Response Goals

The expediency and quality of the results are directly related to the completeness of the information you provide. Please see the section on *Contacting Support* for guidance on the information to provide.Premium Support

A DataCore customer service representative will respond through the same means chosen to report the incident. Our response goals are based upon the severity level.

Severity Type	Definition	Interpretation	Response Goal
Severity 1	An error exists that makes the performance or continued performance of any one or more mission critical program functions in a production environment impossible.	The Production system is down, mission critical data cannot be accessed or a data loss (corruption) occurred because of a result of an error of one or more components of DataCore software.	1 hour from incident submission
Severity 2	In a production environment a condition exists that makes the performance or continued performance of any one or more significant program functions difficult, and which the customer cannot circumvent or avoid on a temporary basis.	The product does not perform a necessary function as documented or designed in a production environment. The system is operational. There is a perceived malfunction of the software that the user cannot workaround.?	4 hours from incident submission
Severity 3	A documentation error, or a limited problem or condition that is not critical exists, the customer wants to ask a question, or the above Severity definitions occur in a non-production environment.	The system is operational. There is a perceived malfunction of the software that the customer can work around but requires a correction to either the software documentation or code. Severity 3 is a catch-all for any other request for assistance.	Next business day after incident submission

Per-Incident Support

Our response goal for Per-Incident Support is that you will receive a response from a DataCore customer service representative within one business day after the incident is submitted.

Technical Assistance (Trial Versions only)

We do not set response goals for this free of charge service. We welcome your questions and suggestions as to how to improve our products and the evaluation experience.? However, please understand that we cannot assure that we will respond to you personally or within any given time frame.

ThinPrint:

*****Updates: Update Services are generally available for all ThinPrint licenses. Such update services may be used as long as Customer is a registered ThinPrint Customer. The Update service entitles ThinPrint Customer to all new software releases for the respective software product within the update period subscribed for which may be downloaded from the Customer Download Area of the ThinPrint website. Update downloads usually do not require

re-installation of the software product. In order to profit from ThinPrint's update subcriptions, the original license has to be registered with Thin Print.

**Support: ThinPrint offers technical Support to its registered Customers in North America via telephone. Customers may reach the support team at +1-303-487-1302 between 5a.m. and 5 p.m. (Mountain Time) on business days. The reaction time (e.g. the time frame in which ThinPrint guarantees to have a member of the Support Team working on the support enquiry in order to provide a solution to the specific technical problem) shall be 16 business hours. However, under normal circumstances a technician will start providing support services immediately via telephone.

For technical support exceeding the basic support as stipulated above, ThinPrint Customers may enter into specific Project Support Contracts with ThinPrint at extra costs. Such Project Support Contracts may be requested from ThinPrint at info@thinprint.com.

Customer has to bear in mind that any and all licenses purchased by Customer have to be registered for update and support services (Independent from when such licenses have been or will be purchased), in order to offer and perform Support Services.

Bluecoat: fees for support services are due and payable in advance.

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

a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.

b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

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

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

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

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

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Vericept software is licensed by users only. As such the following data is not applicable to their products, but IS applicable to the other software manufacturers listed in this Schedule Contract. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database.

For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3) Except as is provided in paragraph 6.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

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

Exception: DataCore software and documentation may only be modified or comvined with other software to the extent expressly permitted in the standard commercial end user license agreement accompanying the software.

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

Datacore software terms and conditions are governed exclusively by the standard commercial end user license accompanying the software, except that the provisions of (1) – (4) of this clause “Utilization Limitation” will apply with the exception that DataCore software and documentation may only e modified or combined with other software to the extent expressly permitted in the standard commercial end user license agreement accompanying the software.

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

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system , or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Conversion credits are not applicable to Vericept software as the product is based on one operating system.

8. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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

9. RIGHT-TO-COPY PRICING

Not available.

TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF TRAINING COURSES FOR GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (SPECIAL ITEM NUMBER 132-50)

1. SCOPE

a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.

b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPAs) shall be the basis for the purchase of training courses in accordance with the terms of this contract. Orders shall include the student's name, course title, course date and time, and contracted dollar amount of the course.

3. TIME OF DELIVERY

The Contractor shall conduct training on the date (time, day, month, and year) agreed to by the Contractor and the ordering activity.

4. CANCELLATION AND RESCHEDULING

a. The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.

b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.

c. The ordering activity reserves the right to substitute one student for another up to the first day of class.

d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT

The Contractor agrees to provide each student with unlimited telephone support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

6. PRICE FOR TRAINING

The price that the ordering activity will be charged will be the ordering activity training price in effect at the time of order placement, or the ordering activity price in effect at the time the training course is conducted, whichever is less.

7. INVOICES AND PAYMENT

Invoices for training shall be submitted by the Contractor after ordering activity completion of the training course. Charges for training must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

8. FORMAT AND CONTENT OF TRAINING

a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.

b. **If applicable** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.

c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.

d. The Contractor shall provide the following information for each training course offered:

(1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);

(2) The length of the course;

(3) Mandatory and desirable prerequisites for student enrollment;

(4) The minimum and maximum number of students per class;

(5) The locations where the course is offered;

(6) Class schedules; and

(7) Price (per student, per class (if applicable)).

e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

9. "NO CHARGE" TRAINING

Not available

Fortinet Training Course Descriptions:

Principles of Network Security and FortiGate Configurations:
Introduction to Fortinet Family of Products
Duration: 1 day or 4-hour web course
This course helps to prepare students for the following certification exam: "Fortinet Certified Network Security Associate (FCNSA)"

Designing and Implementing Secure Networks with FortiGates
Duration: 2 Days
This course helps to prepare students for the following certification exam: "Fortinet Certified Network Security Associate (FCNSA) Fortinet Certified Network Security Professional (FCNSP)"

Security Information Management using FortiManager and FortiLog
Duration: 2 days
This course helps to prepare students for the following certification exam: "Fortinet Certified Network and Security Professional (FCNSP)"

Fortinet training locations are offered all over the world, to include:
China, France, Germany, Italy, Japan, Poland, Sweden, Switzerland, Spain, UK, USA (Denver, Chicago, Sunnyvale, Boston, Minneapolis).

DataCore Training Course Descriptions:

MEL205 - SANmelody Installation & Administration (MIA-EWT-200-BU1)	
Description:	This course is designed to prepare Storage Administrators with the tools, knowledge and practical experience to successfully integrate SANmelody with hardware and deploy, manage and support SANmelody-Powered storage servers.
Duration:	3 Days
Prerequisites:	Basic knowledge and experience with: * Storage Area Network technology * Windows 2000 or 2003 Server * Partitioning storage and storage management * iSCSI and Fibre Channel Technologies * Windows Device Manager
Min/Max Students:	6/10
Location:	Ft. Lauderdale, FL
Class Schedules:	http://www.datacore.com/index_frame.asp?frame_subnav_content=3

SYM205 - SANsymphony Planning & Management (SSS-EWT-600-BU1)	
Description:	DataCore Software Corporation presents a three-day, SANsymphony Planning, Installing and Management course. This course is designed to provide SAN storage administrators with the tools, knowledge and practical experience to successfully plan, implement and manage a SAN environment in which DataCore software is used for storage management, virtualization and availability.
Duration:	3 Days
Prerequisites:	Knowledge of Windows NT and/or 2000 from a system administration perspective. Familiarity with SAN and storage systems.
Min/Max Students:	6/10
Location:	Ft. Lauderdale, FL
Class Schedules:	http://www.datacore.com/index_frame.asp?frame_subnav_content=3

SYM301- SANsymphony Problem Determination & Resolution (SPR-EWT-600-BU1)	
Description:	The SANsymphony Problem Determination and Resolution class is designed to address the needs of SAN administrators in a SAN environment that includes DataCore SANsymphony software for storage management and virtualization. This class provides the SAN administrator with the tools and experience to allow them to be successful at determining and resolving Level-1 SAN problems. In addition to the SANsymphony suite of comprehensive management tools, the student will learn to use Windows Computer Management tools such as the Event Viewer, Device Manager, and Disk Management to view, monitor and modify the SAN and Storage Domain Server (SDS) environments. This class is lab intensive.
Duration:	2 Days
Prerequisites:	Student must have attended SYM205 (SANsymphony Planning and Management) for the current release of SANsymphony. Students must have experience in Windows system administration and Storage Area Network (SAN) concepts.
Min/Max Students:	6/10
Location:	Ft. Lauderdale, FL
Class Schedules:	http://www.datacore.com/index_frame.asp?frame_subnav_content=3

TERMS AND CONDITIONS APPLICABLE TO AUTHENTICATION PRODUCTS AND SERVICES (SPECIAL ITEM NUMBER 132-62)

AUTHENTICATION PRODUCTS AND SERVICES (MAY 2006) (C-FCI-007)

A. General Background.

Authentication Products and Services provide for authentication of individuals for purposes of physical and logical access control, electronic signature, performance of E-business transactions and delivery of Government services. Authentication Products and Services consist of hardware, software components and supporting services that provide for identity assurance.

Homeland Security Presidential Directive 12 (HSPD-12), "Policy for a Common Identification Standard for Federal Employees and Contractors" establishes the requirement for a mandatory Government-wide standard for secure and reliable forms of identification issued by the Federal Government to its employees and contractor employees assigned to Government contracts in order to enhance security, increase Government efficiency, reduce identity fraud, and protect personal privacy. Further, the Directive requires the Department of Commerce to promulgate a Federal standard for secure and reliable forms of identification within six months of the date of the Directive. As a result, the National Institute of Standards and Technology (NIST) released Federal Information Processing Standard (FIPS) 201: Personal Identity Verification of Federal Employees and Contractors on February 25, 2005. FIPS 201 requires that the digital certificates incorporated into the Personal Identity Verification (PIV) identity credentials comply with the X.509 Certificate Policy for the U.S. Federal PKI Common Policy Framework. In addition, FIPS 201 requires that Federal identity badges referred to as PIV credentials, issued to Federal employees and contractors comply with the Standard and associated NIST Special Publications 800-73, 800-76, 800-78, and 800-79.

B. Special Item Numbers.

The General Services Administration has established the E-Authentication Initiative (see URL: http://cio.gov/eauthentication) to provide common infrastructure for the authentication of the public and internal federal users for logical access to Federal E-Government applications and electronic services. To support the government-wide implementation of HSPD-12 and the Federal E-Authentication Initiative, GSA is establishing the following Special Item Numbers (SIN):

- SIN 132-62: HSPD-12 Product and Service Components. SIN 132-62 is established for products and services for agencies to implement the requirements of HSPD-12, FIPS-201 and associated NIST special publications. The HSPD-12 implementation components specified under this SIN are:

  - PIV enrollment and registration services,
  - PIV systems infrastructure,
  - PIV card management and production services,
  - PIV card finalization services,
  - Physical access control products and services,
  - Logical access control products and services,
  - PIV system integration services, and
  - Approved FIPS 201-Compliant products and services.

C. Qualification Information.

All of the products and services for the SINs listed above must be qualified as being compliant with Government-wide requirements before they will be included on a GSA Information Technology (IT) Schedule contract. The Qualification Requirements and associated evaluation procedures against the Qualification Requirements for each SIN and the specific Qualification Requirements for HSPD-12 implementation components are presented at the following URL: http//:www.idmanagement.gov.

In addition, the National Institute of Standards and Technology (NIST) has established the NIST Personal Identity Verification Program (NPIVP) to evaluate integrated circuit chip cards and products against conformance requirements contained in FIPS 201. GSA has established the FIPS 201Evaluation Program to evaluate other products needed for agency implementation of HSPD-12 requirements where normative requirements are specified in FIPS 201 and to perform card and reader interface testing for interoperability. Products that are approved as FIPS-201 compliant through these evaluation and testing programs may be offered directly through SIN 132-62 under the category "Approved FIPS 201-Compliant Products and services.

D. Qualification Requirements.

Offerors proposing products and services under Special Item Numbers (SINs) 132-60, 132-61 and 132-62 are required to provide the following:

1. Proposed items must be determined to be compliant with Federal requirements for that Special Item Number. Qualification Requirements and procedures for the evaluation of products and services are posted at the URL: http://www.idmanagement.gov. GSA will follow these procedures in qualifying offeror's products and services against the Qualification Requirements for applicable to SIN. Offerors are encouraged to submit a proposal under the Multiple Award Schedule (MAS) Information Technology (IT) solicitation at the same time they submits products and services to be qualified. Award for SINs132-60, 132-61 and 132-62 will be dependent upon receipt of official documentation from the Acquisition Program Management Office (APMO) listed below verifying satisfactory qualification against the Qualification Requirements of the proposed SIN(s).

2. After award, Contractor agrees that certified products and services will not be offered under any other SIN on any GSA Multiple Award Schedule.

3. a. If the Contractor changes the products or services previously qualified, GSA may require the contractor to resubmit the products or services for re-qualification.

b. If the Federal Government changes the qualification requirements or standards, Contractor must resubmit the products and services for re-qualification.

E. Demonstrating Conformance.

The Federal Government has established Qualification Requirements for demonstrating conformance with the Standards. The following websites provide additional information regarding the evaluation and qualification processes:

1. for Access Certificates for Electronic Services (ACES) and PKI Shared Service Provider (SSP) Qualification Requirements and evaluation procedures: http://www.idmanagement.gov;

2. for HSPD-12 Product and Service Components Qualification Requirements and evaluation procedures: http://www. idmanagement.gov;
3. for FIPS 201 compliant products and services qualification and approval procedures: http://www.csrc.nist.gov/piv-project/ and http://www.smart.gov .

F. Acquisition Program Management Office (APMO).

GSA has established the APMO to provide centralized technical oversight and management regarding the qualification process to industry partners and Federal agencies. Contact the following APMO for information on the E-Authentication Qualification process.

1. The Acquisition Program Management Office point-of-contact for Access Certificates for Electronic Services (ACES – SIN 132-60) and PKI Shared Service Providers (PKI SSP – SIN 132-61) is:

Stephen P. Duncan
Program Manager
E-Authentication Program Management Office
2011 Crystal Drive, Suite 911
Arlington, VA 22202
stephen.duncan@gsa.gov
703.872.8537

2. The Acquisition Program Management Office point-of-contact for HSPD-12 Product and Service Components is:

Mike Brooks
Director, Center for Smartcard Solutions
Office of Center for Smartcard Solutions
1800 F Street, N.W., Room 5010
Washington, D.C. 20405
202.501.2765 (telephone)
202.208.3133 (fax)

1. ORDER

a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering authentication products and services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.

b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

c. When placing an order, ordering activities may deal directly with the contractor or ordering activities may send the requirement to the Program Management Office to received assisted services for a fee.

2. PERFORMANCE OF SERVICES

a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.

b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.

c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.

d. Any Contractor travel required in the performance of the Services under SINs 132-60, 132-61 and 132-62 must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

3. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with

its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

4. INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

5. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

6. INDEPENDENT CONTRACTOR

All services performed by the Contractor under the terms of this contract shall be an independent Contractor, and not as an agent or employee of the ordering activity.

7. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

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

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

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

8. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for products and/or services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

9. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract.

10. RESUMES

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

11. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

12. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

13. DESCRIPTION OF AUTHENTICATION PRODUCTS, SERVICES AND PRICING

Gemalto Items:

SafesITe FIPS 201 Card:
72K Dual Interface w/FIPS 201 Applet

SafesITe USB Smart Card Reader:
GemPC USB-SW (contact reader)

SafesITe FIPS 201 Client API:
FIPS 201 Client (Middleware)

For Pricing, see Pricelist Section of this Document.

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact Mike Wallace at 303-790-2330.

BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

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

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

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

Signatures

_____		_____	
Ordering Activity	Date	Contractor	Date

BPA NUMBER_____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

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

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

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

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

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

(4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

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

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

(a) Name of Contractor;

(b) Contract Number;

(c) BPA Number;

(d) Model Number or National Stock Number (NSN);

(e) Purchase Order Number;

(f) Date of Purchase;

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

(h) Date of Shipment.

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

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

BASIC GUIDELINES FOR USING
"CONTRACTOR TEAM ARRANGEMENTS"

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

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

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

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

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

Here is a general outline on how it works:

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

AUTHORIZED DEALERS

Abba Technologies, Inc.
Robert Martinez, GSA Contracts Administrator
1501 San Pedro Drive NE
Albuquerque, NM 87110
719-282-1786
719-282-1564
Email**:** **rmartinez@abbatech.com**

ABSI Corporation
Rayinder Birgi, VP
9210 Corporate Blvd., Suite 150
Rockville, MD 20850
240-404-7505
Fax: 301-977-0260
Email: rbirgi@absiweb.com

Acuity Solutions
Dave Gilden, Partner/COO
1401 N. Westshore Blvd., Suite 225
Tampa, FL 33607
813-579-1144
Fax: 813-288-9767

Adeara, Inc
Shari Desmet, Office Manager
270 Santa Ana Court
Sunnyvale, CA 94085
408-739-7000
Fax: 408-739-7001
Email: shari@adeara.com

Apollo Information Systems Corp.
Mike Gugliemo, CEO
761 University Avenue, Suite B
Los Gatos, CA 95032
408-399-5110 Ext. 110
Fax: 408-399-5256
Email**:** **mike@apollo-is.com**

Apptis, Inc.
Erica Phelps, Alliance Partner Manager
14155 Newbrook Drive
Chantilly, VA 20151
703-674-5221
Fax: 703-691-4911
Email**:** **erica.phelps@apptis.com**

Big Sur Technologies, Inc.
Jennifer Parmley, Accounting Manager
10012 N. Dale Mabry Highway, Suite 107
Tampa, FL 33618
813-269-9145 Ext. 224
Fax: 813-849-1066
Email: jennifer@bigsurtech.com

Blackwood Associates
Mindy Mansager, Office Admin
1835-G Forest Drive
Annapolis, MD 21401
410-287-1904
Fax: 410-268-9358
Email: mindy@blackwoodassociates.com

Carolina Advanced Digital, Inc.
Susan E. Jabbusch, Vice President
P.O. Box 318
Siler City, NC 27344
919-663-1111 Ext. 102
Fax: 919-742-2279

CDW Government Inc. (CDWG)
Sheryl McCurnin, GSA Sr. Program Manager
13460 Sunrise Valley Drive, Suite 350 Herndon, VA 20171
Admin Contact: Sheryl McCurnin
703-621-8241
Fax: 703-621-8300
Email: smccurnin@cdwg.com

Century Computers, Inc.
Richard Marine, President/ CEO
500 Ala Moana Blvd. , Building 4, Suite 200
Honolulu, Hawaii 96813
808-585-0444
Fax: 808-537-9300

Clear Government Solutions, LLC
Tammy Nguyen, GSA Contract Administrator
11800 Baltimore Avenue, Suite 113
Beltsville, Maryland 20705
301-289-3233
Fax: 301-289-3033

ColorID
Brian Blakeley, Government and Industry Marketing Manager
20480 Chartwell Center Drive, Suite F
Cornelius, NC 28031
704-897-1145
Fax: 704-987-2240
brian@colorid.com

Combyte USA
Daniel Ebert, President
5415 Easton Drive #101
N. Springfield, VA 22151
703-642-5100
Fax: 703-750-3779
Email: dane@combyteusa.com

Commercial Data Systems
Bill Simpson, Director of Contracts
50. S.Beretania St., Suite C-208B
Honolulu, HI 96813
443-295-7652
Fax: 808-441-3082
Email : bill@cdsinc.com

CompuComm
Dallas, TX,
Fax:
Email address:

Corporate Technology Group
Roxanne Hudson, VP
509 S. Arthur St.
Amarillo, TX 79102
806-356-3316 Ext.112
Fax: 806-355-9063
Email: rhudson@ctgyourit.com

CPak
Sara Abbott, Operations Manager
133 Main Street
LaGrange, GA 30240
706-298-3780
Fax: 678-623-5276
Email: sabbott@cpak.com

CTC Security and Networking, LLC
Paul Downey, Manager
1829 Silver Star Road
Orlando, FL 32804
407-447-6800
Fax: 407-447-6804
Email: paul.downey@ctcsecurity.com

Databit
Eric Bergman, Account Manager
200 Route 17
Mahwah, NJ, 07430
212-971-0282 Ext. 1209
Fax: 212-971-0299
Email: ebergman@databitinc.com

Data-Pages, Inc.
Stan Yablonski, General Manager
85 Franklin Road
Dover, NJ 07801
973-989-0400
Fax: 973-989-8830
Email: gsasales@data-pages.com

DCS NetLink
Lou Ann Kelder, Sales
1800 Macauley Ave.
Rice Lake, WI, 54868
715-236-7424
Fax: 715-236-7423
Email: louann@dcsnetlink.com

Delta Communications
Kris Wilt, Office Manager
N6 W23673 Blue Mound Rd.
Waukesha, WI, 53188
262-542-9111
Fax: 262-542-8820
Email: kris@deltacommunications.com

DynaQuest
Randall Decker, Account Manager
310 East 4500 South, Suite 200
Murray, UT, 84107
801-359-7700
Fax: 801-747-0412
Email: randall.decker@dynaquest.biz

EnPointe Technologies
Majid Jilani, Business Systems Analyst
2381 RoseCrans Avenue, Suite 325
El Segundo, CA 90245
310-725-5230
Fax: 800-697-3859

eSecurity To Go
Anthony Ruffolo, Marketing
18021 Sky Park Circle
Irvine, CA 92614
866-661-6685
Fax: 949-261-5556

Four Points Technology
Tom Flynn, Executive Director
13800 Coppermine Road
Herndon, VA 20171
703-234-5345
Fax: 703-234-5571

Fishnet Security, Inc.
Wayne C. Correll, Contracts Department
1710 Walnut Street
Kansas City, MO 64108
888-732-9406
Fax: 816-421-3371
contractmanagement@fishnetsecurity.com

Global Technology Resources, Inc.
Shaun Risley, Sales
2941 West 19th Avenue
Denver, CO 80204
303-991-2159
Fax: 303-455-8808

GovConnection
Michael Cogswell, Director, Contracts
7503 Standish Place
Rockville, MD, 20855
301-340-3861
Fax: 603-683-0830
Email: mcogswell@govconnection.com

GPA Technologies, Inc.
Christine Hill, Controller
2151 Alessandro Drive, Suite 210
Ventura, CA 93001
805-643-7878
Fax: 805-643-7474

Great Lakes Networks
Allen Scalise, President
116 Wilshire Road Rochester, NY 14618
585-319-4853
Fax: 585-672-5538
Email: ascalise@greatlakesnetworks.com

Iceweb
My Le Phuong, Corporate Secretary
205 Van Buren Street, Suite #150
Herndon, VA 20170
703-964-8000
Fax: 703-964-0160

IGX lobal, Inc.
Robert Vumback, Inside Sales Administration
50 Inwood Road
Rocky Hill, CT 06067
860-513-0112 Ext. 112
Fax: 860-513-1105
Email: rvumback@igxglobal.com

Insight Public Sector, Inc.
Elise Snight, Senior Contracts Manager
4510 Daly Drive, Suite 300
Chantilly, VA 20151
703-227-2921
Fax: 703-227-2901

Integrated Computer Solutions, Inc.
Tyler Hedges, CFO
200 Interstate Park Drive, Suite 236
Montgomery, AL 36109
334-270-2892 Ext. 1034
Fax: 334-270-2896

Integrated Technology Solutions
Terry Anderson, Managing Partner
6506 S. Lewis Ave. Suite 116
Tulsa, OK, 74136
918-748-9846
Fax: 918-748-9850
Email: terry@its-systems.com

Intel Systems, Inc.
Paul Fisher, Controller
3910 FM 1960 West, Suite 100
Houston, TX 77068
281-397-2824
Fax: 281-586-7341

Interspace Computers
Lance Hillman, VPO
3600 Chamberlain Lane, Suite 414
Louisville, KY, 40241
502-292-4895
Fax: 502-292-4895
Email: lance@isclou.com

Lan Status, LLC.
Brian Diamond, CEO
20 Highgate Road
Trumbull, CT 06611
203-459-0488
Fax: 203-286-1470

Leading Edge Design & Systems
Debbie Gordon, VP, Internal Services
7763 Old Telegraph Road, Building A, Suite 1
Severn, MD 21144
443-270-1111
Fax: 410-787-9462
Email: dlgordon@leds.com

MA Federal Inc. / d.b.a. iGov
Michelle Huffman, Contract Admin.
8200 Greensboro Drive, Suite 1200
McLean, VA 22102
703-749-0881
Fax: 703-356-2023

M & S Technologies, Inc.
Mark Miller, Partner
2665 Villa Creek, Suite 240
Dallas, TX 75234
214-420-5802
Fax: 214-420-5888

Macer Technology
Mikaela Salazar, Administrative
1255 W. 15th Street, Suite 400
Plano, TX 75034
972-422-5077 Ext. 201
Fax: 972-422-5094

Maureen Data Systems
Robert Irvin/Stewart Lande, Director of Government Channels/EVP
500 West 43rd Street, Suite 33B
New York, NY 10036
212-239-2448/646-744-1060
Fax: 212-328-1713
Email: Robert@mdsny.com and stewart@mdsny.com

Meridian Group
Marcus Clarke, President
1309 Rio Grande Blvd. NW, Suite 9
Albuquerque, NM 87104
505-243-2110
Fax: 505-243-1023

Micro System Enterprises, Inc.
Kurt Nordquist, Marketing Director
10661 Rockley Road
Houston, TX 77099
281-983-9955
Fax: 281-983-5599

Mission Critical Systems
Maryanne Caruso, Administrative Assistant
1347 E. Sample Road, #3
Pompano Beach, FL 33064
954-788-7110 Ext. 205
Fax: 954-788-7112

Modcomp Systems and Solutions
Christina Luis, Marketing Manager
1500 S. Powerline Rd.
Deerfield Beach, FL 33442
954-571-4664
Fax: 954-571-4764
Email: cluis@modcomp.com

Netelegence
Wrenwick Lee, Principal
98-1066 Alania Street
Aiea, Hawaii 96701
808-554-0866
Fax: 808-356-0525

Network Design Associates
Laurance Sackman, CFO
7840 Madison Ave., Suite 148
Fair Oaks, CA, 95628
916-853-1632
Fax: 916-853-0944
Email: lsackman@ndasacramento.com

Network Guys, Inc.
Min Zheng, Purchasing
39355 California Street, Suite 305
Fremont, CA 94538
510-713-8880 Ext. 307
Fax: 510-713-3456
Email: mzheng@networkguys.com

NH&A, LLC
Cristian Rodriguez, Sales Engineer
518 Oak Harbour Drive
Juno Beach, FL 33408
561-622-2283
Fax: 561-622-8235

NWN Corporation
Kurt Nordquist, Director of Business Development
271 Waverly Oaks Road
Waltham, MA 02452
281-506-1144
Fax: 281-983-9955
Email: kurtn@nwnit.com

Onix Networking
Karen Browne, Purchasing Agent
26931 Detroit Road
Westlake, OH, 44145
800-664-9638
Fax: 440-871-0399
Email: karen@onixnet.com

Patriot Technologies
Brenda Milam, Contracts Administrator
5108 Pegasus Ct., Suite F
Frederick, MD 21704
301-695-7500 Ext. 120
Fax: 301-695-4711
Email: bmilam@patriot-tech.com

PC Specialists, Inc. / d.b.a. Technology Integration Group "TIG"
Georgia Vasilion, Strategic Program Manager - Public Sector
7810 Trade Street
San Diego, CA 92121
310-320-4934 Ext. 4962
Fax: 310-320-4646

PC Mall Gov
Donna Norris, Contracts Manager
7403 Gateway Court
Manassas, VA 20109
703-594-8188
Fax: 310-630-5163

Plan B Technologies, Inc.
Bill Monaghan, Partner
16701 Melford Boulevard, Suite 300
Bowie, MD 20715
301-860-1006
Fax: 301-860-1005

Proactive Network Management
Wendy Molteni, Director of Operations
275 East South Temple, Suite 300
Salt Lake City, UT, 84111
801-355-1099
Fax: 801-355-1566
Email: wendy@pnmc.com

Red River Computer Co.
Susan Edwards, Controller
85 Mechanic Street #400
Lebanon, NH, 03766
603-442-5533
Fax: 603-448-8844
Email: susan@redriver.com

The Root Group, Inc.
Jackie Schmidt, CFO
1790 30th Street
Boulder, CO 80301
303-544-5282
Fax: 303-447-0197
Email: jackie@rootgroup.com

RP Pro
Rob Pagora, President
820 Lindenwood Lane
Medina, OH, 44256
330-764-3284
Fax: 330-723-0558
Email: rpagura@rppro1.com

Rsignia
Mike Wannemacher, Director of Contracts and Business
9693 Gerwig Lane, Suite N
Columbia, MD 21046
410-290-9693 x 34
Fax: 410-290-9694
Email: mike@Rsignia.com

Presidio Network Solutions, Inc.
Jackie Arnett, Executive Director
7601 Ora Glen Drive, Suite 100
Greenbelt, MD 20770
301-313-0820
Fax: 301-313-0820
jarnett@presidio.com

Sacramento Technology
George Usi, President
950 Iron Point Road, Suite 150
Folsom, CA, 95630
916-484-1111
Fax: 916-848-3324
Email: gusi@sactechgroup.com

Secure Content Solutions
Dan Collins, VP Sales
12532 Carmel Way
Santa Ana, CA 92705
714-744-2032
Fax: 714-744-2034

Secure Data Solutions, Inc.
Hattie Glanders, Purchasing Manager
2002 Timberloch Place, Suite 420
The Woodlands, TX 77380
281-444-9446
Fax: 281-893-2502

Secure Network Innovation, Inc.
Brent Martinez, President
P.O. Box 708576
Sandy, UT 84070
801-649-6655
Fax: 801-649-6710

Smart Identity and Access Solutions, Inc.
Jeff Greenspan, Secretary
8998 Fern Park Avenue
Burke, VA 22015
703-503-4455
Fax: 703-503-4481
Email: jeffg@dbbs.com

SMS Data Products Group, Inc
Ben Friedman, Director of Operations
1501 Farm Credit Drive, Suite 2000
McLean, VA 22102
703-288-8132
Fax: 703-356-6151
Email: brf@sms.com

SoftChoice Corporation
Danny Sawidis, Operations Manager Government
314 W. Superior, Suite 301
Chicago, IL 60601
416-588-9002 Ext 2072
Fax: 416-588-9064
Email: danny.sawidis@softchoice.com

Softmart Government Services, Inc.
Barbara Flannery, Director of Purchasing
450 Acorn Lane
Downington, PA 19335
610-518-4000
Fax: 610-518-4105

Software Express Inc.
Ken Heptig, Co-President
4128 - A South Boulevard
Charlotte, NC 28209
704-522-7638
Fax: 704-529-1010

Softwarehouse Intl.
James Mcelroy, GSA Administrator
33 Knightsbridge Road
Piscataway, NJ 08854
732-868-5916
Fax: 732-868-5917

Solutions – II, Inc
Scott Neher, Controller
8822 S. Ridgeline Blvd., Suite 205
Littleton, CO 80129
303-796-8393
Fax: 303-796-8399
Email: scott.neher@solutions-ii.com

SpartanTec, Inc.
Lisa Carter, President
1011 Heritage Road
Loris, SC 29569
843-756-5904
Fax: 843-756-5912
Email: lcarter@spartantec.com

Starnet Data Design, Inc.
Tracey Carter, VP Operations
2659 Townsgate Road, Suite 227
Westlake Village, CA 91361
805-371-0585
Fax: 805-494-7626

SWCR, LLC
Melissa D. Short, CEO
4202-E Park Place Court
Glen Allen, VA 23060
804-282-9185
Fax: 804-282-9186
Email: mshort@swcrva.org

Trivir, LLC
Brett Courtney, Partner
11570 Popes Head View Lane
Fairfax, VA 22030
703-286-5241
Fax: 703-991-7134

TVAR Solutions, LLC
David C. Saunders, President and CEO
7901 Jones Branch Drive, Suite 310
McLean, VA 22102
703-635-3911
Fax: 703-635-3901
Email: dsaunders@tvarsolutions.com

Unistar-Sparco Computers
Eduardo Perez-Glez, General Manager
7089 Ryburn Dr.
Millington, TN 38053
901-872-2272 Ext. 822
Fax: 901-872-8482
Email: ed@sparco.com

United DataTechnologies
John Robinson, Director of Federal Sales
8825 NW 21st Terrace
Miami, FL 33172
305-882-0435
Fax: 305-882-0436
Email: john.robinson@udtonline.com

Viable Solutions, Inc.
Eliot Lanes, President/Owner
7802 Kingspointe Parkway, Suite #206
Orlando, FL 32819
407-249-9600 Ext. 500
Fax: 407-581-1830
Email: eliot@viable-solutions.com

Virtus Partners
Patty Wynne, Sales and Marketing Coordinator
301 E. Germantown Pk.
East Norristown, PA 19401
610-239-8100 Ext 242
610-239-6744
Patty.wynne@virtuspartners.com

VistaOne Corporation
Steve Inman, President
501 E. Franklin Street
Richmond, VA, 23219
804-521-4422
Fax: 804-521-4004
Email: steve.inman@vistaonce.com

VocalNet, Inc.
Timothy Kahl, Project Manager
1159 Pittsford – Victor Road
Pittsford, NY 14534
585-419-8226
Fax: 585-264-9434

World Wide Technology
Julene Tojo, Vendor Relations/ Contracts
58 Weldon Parkway
St. Louis, MO 63043
314-919-1460
Fax: 314-919-1420

XLN Systems
Jeffrey Cramlet, Network Engineer
1103 Schrock Road, Suite 104
Columbus, OH 43229
614-430-0198
Fax: 614-430-9576

Master License Agreement

1. **INTRODUCTION.** This Master License Agreement ("MLA" or "Agreement") allows You (the customer entity signing this Agreement) to obtain software licenses and services from Novell through volume purchasing, which includes discounts and other benefits. The Effective Date of the MLA shall be the date this Agreement is signed by both parties. At that time, a contract number will be assigned to You. That contract number is personal and may not be disclosed to third parties, except to Your Novell-authorized reseller.

2. **DEFINITIONS.** Capitalized terms used in this Agreement are defined as follows:

2.1 Annual Period means the period beginning on the first day of the month following the Prime Customer's Effective Date and ending one year later, and each consecutive one-year period thereafter while the Agreement remains in effect.

2.2 Documentation means any user documentation and manuals (including electronic versions) provided by Novell with a Software product.

2.3 Price List means the price list for the MLA Program as published by Novell from time to time. The then-current Price List can be downloaded at http://www.novell.com/licensing/price.html or obtained from your local Novell office.

2.3.1 Volume Discount.
The GSA MLA suggested customer discount is determined by combining the total dollars spent within an Annual Period for licenses, Maintenance and optional services ordered by an enrolled GSA Customer and all of its respective sub-enrolled GSA Customers. Discounts may be adjusted annually. GSA MLA Discounts shall be based on net amounts spent, not list prices, in accordance with the following table:

All Novell Products and Maintenance	
Purchases (Net)	Suggested GSA Customer Discount
$250,000	38%
$1,750,000	43%
$3,000,000	48%

All Novell Premium Services and other optional services will have a suggested GSA Customer Discount of 2%.

Actual customer pricing is set by the authorized Novell GSA Scheduleholder.

2.4 Prime Customer means the first customer entity who enters into the MLA.

2.5 GSA Customer means those entities that are qualified to make GSA schedule purchases, and submit their own completed GSA MLA Enrollment forms, which are accepted by Novell. The completed GSA MLA Enrollment form binds the GSA Customer to the terms and conditions of the GSA MLA and allows the GSA Customer to select their Annual Period for Maintenance. Any/all subsidiaries or affiliates of an enrolled GSA Customer, such as separate ordering (shipping) locations, who wish to purchase under the enrolled GSA Customer must first submit to Novell a completed GSA MLA Sub-enrollment form to bind them to the terms and conditions and selections of the enrolled GSA Customer. Each sub-enrolled GSA Customer must adhere to the selections of the enrolled GSA Customer. Novell will assign each enrolled GSA Customer and sub-enrolled GSA Customer a unique MLA number to identify that customer for future GSA MLA transactions. A sample GSA MLA Enrollment form may be found in Attachment A and a sample GSA MLA Sub-enrollment form may be found in attachment B.

2.6 Software means the Novell software product licensed to You under this Agreement.

2.7 Update means a fix or compilation of fixes released by Novell to correct operation defects (program bugs) in the Software.

2.8 Upgrade means any new version of Novell Software which bears the same product name, including version changes evidenced by a number immediately to either the left or right of the decimal (e.g. for GroupWise 5.5 to 6.0). If a question arises as to whether a product offering is an Upgrade or a new product, Novell's opinion will prevail, provided that Novell treats the product offering the same for its end users generally.

3. **LICENSING.** The license grants and restrictions for the Software are contained in the End User License Agreement ("EULA") accompanying the Software. A copy of the EULA can be obtained at http://www.novell.com/licensing/eula/. Subject to Your payment of the applicable fees and compliance with this Agreement and the applicable EULA, Your licenses to use the Software will be perpetual, except as expressly provided otherwise (such as with beta products or products licensed on a subscription basis). To the extent of any conflict between the terms and conditions of this Agreement and the EULA, the terms and conditions of this Agreement will prevail. Ownership of Novell Software is held by Novell, Inc. and/or its licensors. Nothing in this Agreement or any related agreement shall restrict or limit or otherwise affect any rights or obligations You may have, or conditions to which You may be subject, under any applicable open source licenses to any open source code contained in the Novell Software or any third-party licenses for third-party code contained in the Novell Software.

4. Program Changes. The MLA Program Guide is available at http://www.novell.com/licensing/program_guide.html and forms an integral part of this Agreement. To the extent of any conflict between the terms of this Agreement and the Program Guide, the terms of this Agreement will prevail. Any changes will apply only to purchases made after the effective date of the changes. If any material change to the Program has an adverse effect on Your participation in it, You will be entitled to terminate Your Agreement by giving written notice to Novell within 30 days after receiving notice from Novell of such a change.

5. **MAINTENANCE.**

5.1 The Maintenance services described in this section (the provision of Upgrades, Updates and Premium Services) are a mandatory part of all Software licenses granted and owned under the MLA Program (including all installations of Linux Products), and Maintenance fees must be paid for such services on all Software licenses for as long as this Agreement remains in effect. During the period for which Maintenance is paid for a license, Novell will provide You with the following benefits for the license.

5.1.1 Upgrades and Updates. If Novell commercially releases any Upgrades and/or Updates during the period covered by Your Maintenance, Novell will make such Upgrades and/or Updates available to You within a reasonable period of time after they become commercially available. To obtain Updates and Upgrades, You will need to subscribe, at no extra cost, to Novell's Upgrade notification service available at http://www.novell.com/licensing/upgfulfill/. You will be entitled to install and use such Upgrades and/or Updates up to the number of licenses for which You have purchased Maintenance. Use of Upgrades is subject to the restrictions of the EULA provided with the Upgrade.

5.1.2 Premium Services. Novell will provide Premium Services as described in the then-current, region-specific, Premium Service Guide published on http://www.novell.com/services/premium/, the terms of which are incorporated into this Agreement. The level of Premium Services to which Customers are entitled during an Annual Period is determined by the accumulated Maintenance fees paid by all GSA Customers for that Annual Period. You may upgrade that level of service to suit Your needs by purchasing optional technical support services as provided in section 6 below.

5.2 Installed Base. Your installed base (Novell Software licenses available under the MLA Program which You purchased outside the MLA Program) must be transitioned into the MLA Program (be licensed under this Agreement at the product's most current version and receive Maintenance) through the purchase of Maintenance for the licenses, unless expressly allowed otherwise by Novell. You will pay Maintenance fees for products so transitioned for as long as this Agreement remains in effect. To transition licenses that are not at the current product version, You must upgrade, at the discounted Upgrade price, the licenses to the current version.

5.3 Ordering Maintenance. Unless the Price List allows You to purchase multi-year Maintenance for the relevant Software product, the Maintenance fee will be calculated and paid on an annual basis. All Maintenance fees are paid in advance. Each Maintenance period shall expire at the end of each Annual Period (or the end of the multi-year period), no matter when during such Annual Period the Maintenance was purchased. The initial Maintenance fee for a license will be calculated, on a pro rata basis, from the first day of the month following the earlier of: (a) submission of the purchase order or the Novell Order Form, or (b) making of a Software copy, through the end of the then-current Annual Period.

5.4 Ongoing Maintenance. While this Agreement remains in effect, You must order Maintenance on all product licenses by the start of the new Annual Period and pay the applicable Maintenance fee.

5.5 Refunds. If this Agreement is terminated because of Novell's breach under section 7.2 below, Novell will refund any Maintenance fees paid for the time period past the first day of the month following the termination date. Maintenance fees are not refundable unless expressly stated otherwise.

6. **OPTIONAL SERVICES.**

6.1 Support, Consulting or Education Services. Your optional purchase and Novell's delivery of Services, such as technical support, consulting or education ("Services") under the Agreement, are subject to the following terms, unless otherwise agreed in a separate agreement specifically covering those Services.

6.2 Statement of Work. The parties may choose to enter into a Statement of Work ("SOW") that describes the Services and may

cover items such as project scope, code, documentation, media and other objects ("Deliverables"). Any such SOW will be governed by this Agreement's terms.

6.3 Acceptance. Upon completion and delivery of the Services, You will have 30 days to notify Novell if the Services fail to comply with the relevant SOW. If Novell is not notified of any problems within this time period, the Services shall be deemed accepted by You.

6.4 License. Subject to payment of applicable fees for Services and Deliverables, Novell grants You a nonexclusive, nontransferable, worldwide, perpetual, royalty-free license to use, reproduce, display and distribute the Deliverables internally within Your organization. All proprietary rights notices must be faithfully reproduced and included on all copies. Except as expressly provided otherwise in this Section, Novell (and/or its licensors) retains on an exclusive basis all right, title and interest in and to any intellectual property developed, delivered and/or used by Novell in the performance of any Services.

6.5 SOW Continuance. If a SOW extends beyond the term of the Agreement, this section 6 and sections 8, 9.3, 9.5, and 10 of this Agreement will continue in effect solely with respect to such SOW.

7. ORDERING AND DELIVERABLES.

7.1 Orders. You must place an order for the appropriate number of Software licenses and associated Maintenance within thirty (30) days after installation. A valid order is a purchase order that is either signed by Your authorized representative or generated by Your automated ordering system. Novell's acceptance of an order does not suggest Novell's agreement with the accuracy of the quantities or other information set forth in the order. Novell reserves the right to invoice You in the absence of receiving a purchase order for fees otherwise owing under this Agreement, including for Maintenance fees at the beginning of each Annual Period. If You are unable to issue purchase orders, You must complete and sign a Novell MLA Order Form.

7.2 Price and Product Changes. Novell may revise the Price List at any time to (a) change the list prices for Software, Maintenance, and other services or deliverables, and (b) add or delete Software licenses or other services or deliverables available for purchase. Your list prices will not apply to third-party branded products, special promotions, or licenses and Maintenance invoiced in non-U.S. or non-EURO currency, and does not guarantee product availability for the full Term. The parties agree that the list prices (excluding third-party products and documentation that are not available directly from Novell) as stated in the then-current Novell MLA Price List upon execution of the MLA is not subject to price increase during the performance of the GSA Schedule contract except as specified in the original solicitation under the Economic Price Adjustment clause or the current term of the MLA.

7.3 Master Software. Novell will make available Master Software for the Software products ordered from the Price List. "Master Software" means master media available from Novell from which You may make copies to install the Novell Software up to the number of licenses granted.

7.4 Copying. You may install the Software from Master Software for Your internal use by Your employees (which may include contractors and consultants while performing work for your business), up to the number of licenses granted to You. You must reproduce the Master Software's serial numbers and all proprietary rights notices in any copies You make.

7.5 Payment. All fees will be due and payable in U.S. Dollars within 30 days from the date of invoice. However, for orders requesting shipment and billing to a country whose currency is the Euro or a currency required by the applicable Price List, the purchase orders must be issued, and the fees paid, in Euros or the required currency. Orders issued in response to quotes must correspond to the currency in which the quote was made. Payments will be made in accordance with the Prompt Payment Act.

7.6 Taxes. The MLA fees are exclusive of all applicable taxes. You will pay and bear the liability for taxes associated with MLA deliverables, including sales, use, excise, and added value taxes but excluding taxes based upon Novell's net income, capital, or gross receipts, or any withholding taxes imposed such as a withholding tax on a royalty payment made by You where such withholding is required by law. In the event You are required to withhold taxes, You will furnish Novell all required receipts and documentation substantiating such payment. If Novell is required by law to remit any tax or duty on Your behalf or for Your account upon delivery, You agree to reimburse Novell within 30 days after Novell notifies You in writing of such remittance. You will provide Novell with valid tax exemption certificates in advance of any remittance otherwise required to be made by Novell on Your behalf or for Your account where such certificates are applicable.

7.7 Self-Audits. You agree to submit to Novell a self-audit report at the end of each Annual Period. The self-audit must identify all Software use subject to a license, and the number of licenses of Software and Maintenance purchased. If Your self-audit information shows that You are using Software for which You are not licensed, or owe Maintenance, You must submit to Novell a purchase order for the licenses and Maintenance.

7.8 Formal Audits. During the Term of this Agreement and for two years afterward, You must keep complete and accurate records of all Software copying and use. During this period, Novell will have the right, at its expense and upon no fewer than 10 working days prior written notice, to audit Your use of the Software and Your related records and MLA payments. As part of such audit, Novell is entitled to obtain physical and electronic data concerning all Software usage at each of Your offices, regardless of the countries or regions in which Your offices are located (the audit may be at Your facilities or from a remote location, at Novell's option). An audit may be conducted either by Novell or by its authorized representative, will not interfere unreasonably with Your business activities, and will be conducted no more often than once per calendar year, unless a previous audit disclosed a material discrepancy. If such audit shows that You have understated Your actual use of the Novell Software or have otherwise underpaid amounts owing, You must immediately purchase from Novell sufficient licenses and Maintenance to support the actual use and copying and pay all amounts owing. If such audit shows that You have understated Your use of the Novell Software or underpaid amounts owing by more than five percent, You will also pay the reasonable expenses of the audit. Novell will use the information received during the audit solely for the purposes of this Agreement and will honor any applicable privacy/data protection laws and otherwise maintain the confidentiality of such information

7.8.1 You may request that the formal audit described above be carried out by an independent third party who must be an accountant or qualified auditor approved by Novell. Novell will not unreasonably withhold its approval. In such a case, the expense of the audit will be borne entirely by You. Subject to the provisions of this section, Novell will have the right to determine the audit scope and required audit testing and to review the audit work prior to finalization of the audit.

8. TERM AND TERMINATION.

8.1 Term. This Agreement will begin on the Effective Date and will remain in effect for two consecutive Annual Periods ("Term"), subject to earlier termination as stated below. GSA Customers shall be subject to the same Term as the Prime Customer, but may continue their memberships if, for whatever reason, the Prime Customer's membership terminates earlier. At the end of each Term, this Agreement will renew for an additional Term of two Annual Periods, unless either party gives notice in writing at least 30 days prior to the end of the then-current Term that it does not wish to renew, or unless this Agreement terminated earlier as provided below.

8.2 Termination for Cause. Either party may terminate this Agreement (and Your MLA membership) upon written notice for the substantial breach by the other party of any material term, if such breach is not cured within 30 days following receipt of written notice of breach from the non-breaching party.

8.3 Effect of Termination. Upon termination of this Agreement for any reason, Your right to acquire MLA licenses or Maintenance will immediately terminate. However, unless Your membership is terminated by reason of Your violation of Novell's intellectual property rights, Your right to continue to use any perpetual licenses will not be affected and You may keep and use Your Master Software to install licenses that You owned prior to termination, including any Upgrades and Updates to which You were entitled under Maintenance.

9. INTELLECTUAL PROPERTY INDEMNIFICATION.

9.1 Scope. Novell will defend any claim brought against You by a third party to the extent it is based on an allegation that a Novell Software product or service deliverable infringes such third-party's patent, copyright, or trademark, or misappropriates such third party's trade secrets, under the laws of the country in which You take delivery of the Software or deliverable. Novell will pay any damages, costs, and expenses finally awarded (or agreed to by settlement) for any such claim. You must promptly notify Novell of the claim, give Novell control of the defense and related settlement negotiations, and provide Novell with the reasonable assistance (for which Novell shall pay Your reasonable out-of-pocket costs) in defending the claim. If You desire separate legal representation in any such action, You will be responsible for the costs and fees of Your separate counsel.

9.2 Remedies. If a Novell Software product or service deliverable is held to infringe and its use is prohibited or if, in Novell's reasonable opinion, is likely to become the subject of an infringement claim, You will permit Novell, at Novell's option and expense, to (a) procure for you the right to continue to use the Software or deliverable, or (b) replace or modify it so that it becomes non-infringing and has the same or additional functionality and comparable or improved performance characteristics, or (c) upon Your return of the infringing Software or deliverable, refund to You the amount paid for the Software or deliverable.

9.3 Exceptions. Novell will have no obligation of defense or indemnity to the extent the infringement claim arises from (a) Novell's compliance with Your designs, specifications or instructions, (b) use of other than the Software's current release, if the infringement would have been avoided by use of the current release and if the infringement occurs more than 90 days after Novell notifies You that a previous release may infringe, (c) a modification of the Software or deliverable not requested or authorized in writing by Novell, (d) its use or combination with non-Novell software, equipment, or data, other than

as specified in the Documentation or otherwise approved by Novell in writing, (e) the furnishing to You of any information, service, or technical support by a third party, (f) non-licensed use of the Software or deliverable, or (g) any Linux-based Software or Software for which Novell does not charge a license fee ("Linux Product"), unless You are current on Maintenance for all installations of the Linux Product on the date the infringement claim is tendered to Novell.

9.4 Indemnification Limitation. To the extent allowed by applicable law, Novell's aggregate liability for any infringement claim is limited to the lesser of $U.S. 1.5 million or twice the amount paid by You for the Software or deliverable (which amount includes Maintenance fees for Linux Product) giving rise to the claim. This limit does not apply to expenses incurred by Novell in defending the claim.

9.5 Exclusive Remedy. This section 8 states the exclusive obligation of Novell to Customer regarding any claim of infringement or misappropriation of any third party's intellectual property rights.

10. LIMITED WARRANTY.

10.1 Software. Novell warrants that the Software (including Upgrades) will conform substantially to the specifications in the Documentation, provided: (a) the Software is not modified by anyone other than Novell, unless authorized by Novell in writing; (b) You notify Novell in writing of the nonconformity within 90 days after You first acquire a licensed copy of the Software version; and (c) the Software is installed in a compatible environment. In this section, "conform substantially" means that the Software conforms to the vast majority of all specifications in the Documentation. Novell's only obligation under this warranty, at its option, is to either cause the Software to conform substantially with its specifications or to refund to You the amount paid to license such Software (or, for an Upgrade, the annual Maintenance fee entitling You to the Upgrade) upon Your return of all the Software. In the event of a refund, Your license to use the Software will automatically expire.

10.2 Media and Documentation. Novell warrants that if either the media or the Documentation provided by Novell is in a damaged or physically defective condition at the time of delivery to You and if it is returned to Novell (postage prepaid) within 90 days of delivery, Novell will provide You replacements at no charge.

10.3 Services. Novell warrants that any services purchased under this Agreement will be supplied in a professional manner in accordance with generally accepted industry standards. As files may be altered or damaged in the course of Novell providing technical services, You agree to take appropriate measures to isolate and back up Your systems. This warranty will be effective for 90 days following acceptance of the services. Upon any breach of this warranty, Novell's only obligation, at its option, is to either correct the services so that they comply with this warranty or refund the amount You paid to Novell for the services.

10.4 Non-Novell Products. Novell does not warrant non-Novell products. Any such products are provided on an "AS IS" basis. Any technical or warranty service for non-Novell products is provided by the product manufacturer in accordance with any applicable manufacturer's warranty.

10.5 DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THESE LIMITED WARRANTY SUBSECTIONS, NOVELL MAKES NO WARRANTY OR REPRESENTATIONS REGARDING ANY SOFTWARE OR SERVICES. TO THE EXTENT ALLOWED BY APPLICABLE LAW, NOVELL DISCLAIMS AND EXCLUDES ALL OTHER EXPRESS, IMPLIED, AND STATUTORY WARRANTIES OR CONDITIONS, INCLUDING IMPLIED WARRANTIES OF GOOD TITLE AND NON-INFRINGEMENT. NOVELL DOES NOT WARRANT THAT THE SOFTWARE OR SERVICES WILL BE WITHOUT DEFECT OR ERROR, SATISFY YOUR REQUIREMENTS, OR PROVIDE UNINTERRUPTED USE OF THE SOFTWARE.

Customer's implied warranties of merchantability and fitness for a particular purpose, as contained in FAR 12.404(a), shall be available under this Agreement, subject to the limited remedies described in FAR 52.212-4(a) being exercised within the ninety (90) day time period set forth under sections 10.1 (software performance), 10.2 (media defects), and 10.3 (services) of this Agreement. "Conform to the requirements of the contract," as used in FAR 52.212-4(a), shall have reference to the user documentation accompanying the Software.

11. LIABILITY LIMITATIONS.

11.1 Indirect Damages. TO THE EXTENT ALLOWED BY APPLICABLE LAW, NEITHER NOVELL NOR CUSTOMER WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHETHER UNDER CONTRACT OR IN TORT (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INTERRUPTION OF BUSINESS, LOSS OF BUSINESS, LOSS OF PROFITS AND LOSS OF USE OF DATA) RELATED TO OR ARISING OUT OF THIS AGREEMENT, EVEN IF THE BREACHING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION DOES NOT APPLY TO VIOLATIONS BY EITHER PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

11.2 Direct Damages. Novell's liability for damages of any type arising out of or related to this Agreement shall be limited to the greater of two (2) times the actual amounts paid by You for the licenses, service, or deliverable in question, or US$100,000. This subsection does not apply to Novell's liability for intellectual property indemnification described above, nor does it apply to any damages for personal injury or tangible property caused by the negligence or willful default of Novell.

12. GENERAL.

12.1 Choice of Law. The Agreement will be governed by the substantive laws of the State of Utah without regard to its choice of law provisions, unless the laws of the state, province, or country of Your domicile require otherwise, in which case the laws so required will govern.

12.1.1 However, if Your principal residence is in (a) a member state of the European Union or (b) a member state of the European Free Trade Association (c) the Republic of South Africa, or (d) Canada, the governing law is that of the country of Your principal residence (and for Canadian customers, the law of the Province of Ontario). If Your principal residence is in any other country in Europe the applicable law will be the law of the Federal Republic of Germany. If Your principal residence in the Middle-East or Africa (except South Africa), the applicable law will be the law of England. To the extent allowed by applicable law, the terms of the United Nations Convention on the International Sale of Goods will not apply, even where adopted as part of the domestic law of the country whose law governs the relationship.

12.1.2 Each party will, at its own expense, comply with any applicable law, statute, administrative order or regulation. An action at law under this Agreement may only be brought before a court of appropriate jurisdiction in the state whose law governs this Agreement under the terms of this Section 11. If a party initiates legal proceedings related to this Agreement, the prevailing party will be entitled to recover reasonable attorney's fees.

12.2 Assignment. Neither party may transfer or assign any right or obligation set forth in this Agreement without the prior written consent of the other. Neither party will unreasonably withhold or delay its consent to an assignment of the Agreement by the other party to another entity in the same group of companies. Either party may, with written notice to the other party, assign the Agreement to the surviving entity in the case of a merger or acquisition.

12.3 Confidentiality Obligations. The receiving party of Confidential Information will exercise reasonable care to protect any Confidential Information from unauthorized disclosure or use. The receiving party may disclose Confidential Information only to its employees or agents with a need to know such information and will inform such employees and agents by way of policy or agreement that they are bound by confidentiality obligations. "Confidential Information" means the terms of this Agreement and any other information that (i) if disclosed in tangible form, is marked in writing as confidential, or (ii) if disclosed orally or visually, is designated orally at the time of disclosure as "confidential." Confidential Information will not include information (a) already in the receiving party's possession without obligation of confidence; or (b) independently developed by the receiving party; or (c) that becomes available to the general public without breach of this Agreement; or (d) rightfully received by the receiving party from a third party without obligation of confidence; or (e) released for disclosure by the disclosing party with its written consent; or (f) required to be disclosed by law, regulation, or court order. These confidentiality obligations will survive three (3) years after expiration or termination of this Agreement. Novell retains the right to use its knowledge and experience (including processes, ideas, and techniques) learned or developed in the course of providing any services to You.

12.4 Publicity. You agree that Novell may use Your participation in the MLA Program as a commercial reference unless You otherwise inform Novell in writing.

12.5 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the parties as to its subject matter. This Agreement supersedes all prior and contemporaneous agreements, proposals and statements on this subject matter. Except as otherwise stated herein, this Agreement may only be modified in a writing signed by authorized representatives of each party. Purchase order terms will not modify the Agreement unless the parties agree otherwise in writing.

12.6 Severability/Waiver. If a provision is invalid or unenforceable, the remaining provisions will remain in effect and the parties will amend the Agreement to reflect the original agreement to the maximum extent possible. No waiver of any contractual right will be effective unless in writing by an authorized representative of the waiving party. No waiver of a right arising from any breach or failure to perform will be deemed a waiver of any future right.

12.7 Notices. Notices to a party must be in writing and sent to the party's address on the Membership Form or such other address as a party may provide in writing. Notices may be delivered in a format reasonably chosen by the notifying party.

12.8 Force Majeure. Neither party will be liable for delay or failure to perform that arises out of causes beyond the reasonable control and without the fault or negligence of such party. A party will give prompt notice of any condition likely to cause any delay or default.

12.9 Survival. The provisions of this Agreement, which by their nature extend beyond termination of the Agreement, will survive termination of the Agreement.

12.10 Intellectual Property Rights/Remedies. Nothing in this Agreement waives or limits extra-contractual rights or remedies available to Novell to protect its rights in the Software, including those available under U.S. copyright law, international treaties, or national copyright and intellectual property laws of the countries in which You may use the Software.

12.11 Export Compliance. Any products or technical information provided under this Agreement may be subject to U.S. export controls and the trade laws of other countries. The parties agree to comply with all export control regulations and to obtain any required licenses or classification to export, re export or import deliverables. The parties agree not to export or re export to entities on the current U.S. export exclusion lists or to any embargoed or terrorist countries as specified in the U.S. export laws. The parties will not use deliverables for prohibited nuclear, missile, or chemical biological weaponry end uses. Please consult the Bureau of Industry and Security web page: www.bis.doc.gov before exporting Novell products from the U.S., and also refer to: www.novell.com/info/exports/for more information on exporting Novell software. Upon request, Novell will provide you specific information regarding applicable restrictions. However, Novell assumes no responsibility for your failure to obtain any necessary export approvals.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this MLA as of the day and year first set forth above.

NOVELL INCORPORATED ("NOVELL")

By: _____

Name: Andrew T. Wagstaff

Title: Contract Manager

Date: April 24, 2008

UNITED STATES GENERAL SERVICES ADMINISTRATION

By: _____

Name: David E. O'Neill

Title: Contracting Officer

Date: April 30, 2008

ATTACHMENT A
ENROLLMENT APPLICATION
NOVELL MASTER LICENSE AGREEMENT
GSA Schedule Purchases

1. **Purpose Of Enrollment Application.** Novell and GSA (Customer) have entered into the Master License Agreement (MLA), incorporated into the Novell authorized GSA Scheduleholder(s) GSA Schedule, for the purpose of providing GSA Schedule Customers with a Customer license to use Novell products. The purpose of this Enrollment Application is to extend the pricing and program of Novell's GSA Master License Agreement to government organizations authorized by GSA and Congress to purchase from the GSA Schedule contracts. This Enrollment Application incorporates the terms and conditions of the MLA.

2. **Definitions.** Terms with the initial letter capitalized will have the same meaning as defined in the MLA, unless otherwise defined in this Enrollment Application.

3. **MLA Terms**

By signing below, the undersigned "Customer Organization" hereby represents, warrants, and agrees as follows:

A. Customer Organization has read the MLA between Novell and the Customer, understands its terms and conditions, and agrees to be legally bound by the MLA. Customer Organization shall be directly responsible to Novell for the performance of its obligations under the MLA and shall be liable for any and all claims and remedies, whether at law or in equity, that may be available to Novell by reason of Customer Organization's breach of any such obligations.

B. In the event Customer Organization breaches any of its obligations herein, Novell may, without waiving or otherwise limiting any other remedies available to Novell under the MLA or under applicable law, terminate this Enrollment Application in accordance with the termination provisions of the GSA MLA. This Enrollment Application and all rights arising hereunder shall in any event terminate upon expiration or termination of the MLA.

C. In the event of conflict between the MLA terms and conditions and this Enrollment Application, the terms of the Enrollment Application shall prevail.

4. **Volume Discount.** Customer Organization's Suggested Volume Discount for product licenses and product Maintenance shall be based on the total amount of purchases by Customer Organization within a given Annual Period in accordance with sections 2.3.1 and 7.2 of the MLA. Novell authorized GSA Scheduleholder sets actual price.

Novell Consulting and Novell Premium Services are discounted at **2%** from the standard list prices in accordance with the MLA.

5. **EULA.** License grants and restrictions for the Software are contained in the most current version of the product End User License Agreement ("EULA"). EULAs may be viewed at: http://www.novell.com/licensing/eula.

6. **Records and Audits.** The Customer Organization agrees to maintain records and conduct self-audits as required under MLA Section 7 and understands that it may be subject to a formal audit by Novell under the terms and conditions of MLA Section 7.8.

Within 15 days after the end of each Annual Period, Fulfillment Agent will prepare and deliver to the Customer an Account History showing MLA orders and/or payments made by Customer through Fulfillment Agent, and any MLA Software copies or installations made by Fulfillment Agent.

In addition to the Customer's MLA Self Audit obligations, Fulfillment Agent agrees to submit to Customer the Account History, and Customer agrees to sign the Account History verifying whether or not Fulfillment Agent's Account History accurately describes Customer's orders placed through the Fulfillment Agent. Fulfillment Agent will submit the completed Account History and verification to Novell.

7. **Orders/Fulfillment Agent.** Despite any language in the MLA to the contrary, Customer Organization may not order and receive MLA products from more than one shipping/billing location, as identified in the Customer Organization Information "Ship To Information" below, without first submitting a GSA MLA Sub-enrollment Form for each shipping location. Customer Organization and its sub-enrollees must submit MLA orders through a Novell-authorized GSA MLA Scheduleholder (MLA Fulfillment Agent) to fulfill MLA orders for the duration of the Enrollment Term.

8. **Maintenance Period**. For the purposes of determining the Maintenance coverage periods for Customer (and not for determining the termination date of the MLA), "Annual Period" means the period commencing on _____and ending one year thereafter, on _____, and each consecutive one-year period thereafter during the Enrollment term. **If no Annual Period is specified, the default is the Federal fiscal year of October 1 through September 30.** If Customer's Annual Period extends past the date when the underlying MLA or Enrollment expires, the MLA shall continue as to Customer only until the Maintenance Period for which Customer has paid expires. All Maintenance fees shall be calculated based on the Annual Period.

9. **Term**. Customer Organization's term will coincide with the term set forth in the GSA MLA, and will automatically renew for additional terms until either party gives written notice otherwise at least sixty days prior to the end of the then-current MLA term.

10. **Authority.** This Enrollment Application is executed by Customer Organization's duly authorized representative.

Customer Organization

Organization Name _____

Signed _____

Name _____

Title_____

Date _____

Novell, Inc.

Signed _____

Name _____

Title_____

Date _____

ENROLLMENT APPLICATION
CUSTOMER ORGANIZATION INFORMATION
GSA SCHEDULE

Customer Information (Required)

Customer Name on MLA:_____

MLA Contract #:_____

Enrolling Organization Name:_____

Enrolling Org. POC/Attention: _____

Address: _____

_____

Phone No.: _____

Fax No. _____

Email: _____

Ship To Information (Required):

Organization Name:_____

Attention:_____

Address:_____

_____

Country:_____

Phone No.:_____

Fax No. : _____

Installation Location (Required):

Address:_____

_____

Country:_____

Phone No.:_____

Fax No. : _____

Invoice To Information (Required):

Organization Name:_____

Attention: _____

Address:_____

_____

Country:_____

Phone No.:_____

Fax No. :_____

Accounts Payable Contact (Required):

Name:_____

Phone No.:_____

Fax No.:_____

Purchasing Agent Contact (Required):

Name:_____

Phone No.:_____

Fax No.:_____

Local Novell Representative (Required):

Name:_____

Phone No.:_____

Fax No.:_____

ATTACHMENT B

Novell GSA MLA Sub-enrollment Form

Sub-enrolling Organization Customer Information (Required)	
Purchase Order Number:	
Parent Organization Name on MLA:	
MLA Contract #:	
Sub-enrolling Organization Name:	
Address:	
Phone No.	
Fax No.	
Invoice Information (Required)	
Organization Name:	
Attention:	
Address:	
Phone No.	
Fax No.	
Ship To Information (Required):	
Organization Name:	
Attention:	
Address:	
Email Address:	
Phone No.	
Fax No.	
Installation Location (Required):	
Contact Name:	
Address:	
Phone No.	
Fax No.	
Local Novell Representative	
Phone No.	

By signing below, Customer certifies that it has read and understands the Novell GSA Master License Agreement (MLA) as entered into by its parent organization by enrollment and agrees to be bound by the MLA's terms and conditions for all Purchase Orders submitted against this Agreement.

Sub-enrollment Customer Signature: _____

Print Name: _____ Date: _____

Title: _____

PRODUCT AND PRICING PAGES