

GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST

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

MULTIPLE AWARD SCHEDULE

MAS Large Category	INFORMATION TECHNOLOGY
PSC / FSC Codes	7010, J070, AND 7030
Subcategory	Purchasing of New Electronic Equipment Computer and Office Machine Repair and Maintenance Software Licenses Software Maintenance Services
Contract Number	GS-35F-0334X Price List current through Modification PO-0021 – dated November 10, 2020
Contract Period	April 15, 2011 through April 14, 2021
Contractor	WINN SOLUTIONS, LLC 821 KUHN DRIVE, Suite 205 CHULA VISTA, CA 91914 -4508 Office: (800) 806-6884 Fax: (619) 790-4310 Email: Daives@witstracking.com
Point of Contact	Mr. Jason Elder, Vice President WINN SOLUTIONS, LLC 821 KUHN DRIVE, Suite 205 CHULA VISTA, CA 91914-4508 Office: (800) 806-6884 Fax: (619) 790-4310 Email: Jelder@witstracking.com
Business Size:	W.O.S.B. – Certified Woman-Owned, Small Business

Prices Shown Herein are NET (discount deducted)"

CUSTOMER INFORMATION

1a. AWARDED SPECIAL ITEM NUMBERS (All SIN's subject to Cooperative Purchasing):

SIN	Description
33411	Purchasing of New Electronic Equipment
811212	Maintenance of Equipment, Repair Services and/or Repair/Spare Parts
511210	Software Licenses
54151	Software Maintenance Services
OLM	Order Level Materials (OLM)

1b. LOWEST PRICED ITEM:

SIN	Item Number	Description	NET GSA Price
33411	ZEB-10015342	1 case - 10 rolls - Mobile Thermal Labels 3" x 2" - Winn Solutions Part # LBLS-Mobile	\$102.77
811212	Z-TC7x-2CRD+M	TC7x 2 Slot Cradle Maintenance	\$42.62
511210	PPSM	WITS Mobile Software Maintenance	\$264.53
54151	HRLY	Implementation Support (Software customization and implementation support) (Hourly Rate) Rate does not include travel expenses.	\$194.51

1c. DESCRIPTION OF IT SERVICES - Not Applicable

2. Maximum Order:

SIN	Maximum Order Limit
33411	\$500,000
811212	\$500,000
511210	\$500,000
54151	\$500,000
OLM	\$250,000

3. Minimum Order: The minimum dollar value of orders to be issued is \$ 100.00.

4. **Geographic Coverage (Delivery Area):** Delivery within the 48 contiguous states and Washington, DC.
5. **Point of Production:** San Diego, San Diego County, CA
6. **Prices shown are NET Prices;** Basic Discounts have been deducted.
7. **Quantity Discounts:**
 - SIN 33411 – Additional 3% granted for orders that exceed 10 or more units
 - SIN 811212 – Additional 3% granted for orders that exceed 25 or more units
 - SIN 511210 – Additional 3% granted for orders that exceed 25 or more units
8. **Prompt Payment Terms:** 1% 20 Days Net 30.
- 9a. **Acceptance of Government Purchase Cards:** Winn Solutions, LLC accepts credit cards for payments equal to or less than the micro-purchase threshold for all orders.
- 9b. **Credit cards** will not be acceptable for payment above the micro-purchase threshold.
10. **Foreign Items:** None
- 11a. **Time of Delivery**

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
SIN 33411	30 Days
SIN 811212	7 Days
SIN 511210	30 Days
SIN 54151	30 Days
- 11b. **Expedited Delivery:**

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
SIN 33411	7 Days
SIN 811212	7 Days
SIN 511210	14 Days
SIN 54151	14 Days
- 11c. **Overnight and 2-Day Delivery:** Contact Winn Solutions, LLC Contract Administrator for information on overnight and 2-day delivery.
- 11d. **URGENT REQUIREMENTS:** Contact Winn Solutions, LLC Contract Administrator for information on urgent delivery.
12. **F.O.B. Point:** Destination

13a. Ordering Address(es)

Winn Solutions, LLC
821 Kuhn Drive, Suite 205
Chula Vista, CA 91914

13b. Ordering Procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. Payment Address:

Winn Solutions, LLC
821 Kuhn Drive, Suite 205
Chula Vista, CA 91914

15. Warranty Provision

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.

Winn Solutions, LLC Warranty

Disclaimer of Warranties. You agree to use the Service "AS IS" and you assume all risk and results of use of the Service ("Assumed Risks"). The Service may be subject to limitations, delays, and other problems inherent in the use of electronic communications. Winn has no responsibility for any delays, delivery failures, or other damage resulting from such problems. Winn accepts no responsibility for, and will not assume or pay any consequential damages with respect to any use and/or any results from the use of Service and all other damages are expressly limited as provided in this Agreement. YOU FURTHER UNDERSTAND AND ACKNOWLEDGE THAT YOU HAVE THE OBLIGATION TO DETERMINE IF ANY ASPECT OF THE SERVICE DOES NOT FUNCTION IN CONFORMANCE WITH RULES AND/OR REGULATIONS APPLICABLE TO YOUR USES. This paragraph shall apply notwithstanding any prior advice to Winn of general or specific risks with respect to the Service.

EXCEPT FOR WINN'S LIMITED WARRANTIES EXPRESSLY SET HEREIN ("EXPRESS LIMITED WARRANTIES") WINN MAKES NO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NO WARRANTIES WITH RESPECT TO ANY RESULTS OBTAINED BY LICENSEE THROUGH USE OF THE SOFTWARE. THE EXPRESS LIMITED WARRANTIES ARE IN LIEU OF ANY AND ALL EXPRESS AND/OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WINN SHALL HAVE NO LIABILITY TO ANYONE FOR ANY

INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (including loss of data, revenue, profits, use or other economic advantage) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE (including but not limited to the use or inability to use the service).

Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to you.

Limitation of Winn's Liability. IN NO EVENT SHALL WINN'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.

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

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.

If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:

Winn Solutions, LLC
821 Kuhn Drive, Suite 205
Chula Vista, CA 91914

16. Export packing charges: N/A

17. Credit cards- Winn Solutions, LLC will accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. Winn Solutions, LLC and the ordering agency may agree to use the credit card for dollar amounts over the micro-purchase threshold.

18. Terms and conditions of rental, maintenance and repair: Rental, Maintenance and Repairs are not covered under this contract.

19. Terms and Conditions of Installation: N/A

20. Terms and conditions of repair parts: Repair parts are not covered under this contract.

20a. Terms and conditions of any other services – N/A

21. List of service and distribution points:

Winn Solutions, LLC
821 Kuhn Drive, Suite 205
Chula Vista, CA 91914

- 22. List of participating dealers (if applicable):** None
- 23. Preventative maintenance:** N/A
- 24a. Special attributes such as environmental attributes:** None
- 24b. SECTION 508 COMPLIANCE** Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): <http://www.winnsolutions.com>
- 25. Data Universal Number System (DUNS):** 556333982
- 26. SAM Registration:** Winn Solutions, LLC is registered in the SAM Database.

SOFTWARE LICENSES (SIN 511210)

1. INSPECTION/ACCEPTANCE

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

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

Hosted WITS™ Subscriber Terms and Conditions(R3)

These Subscriber Terms and Conditions (“Terms”) set forth the terms and conditions under which Winn Solutions, LLC, a California limited liability company (“Winn”) will provide you, an Ordering Activity (an entity entitled to order under GSA Schedule contracts as defined in GSA Order ADM 4800.2I, as may be revised from time to time), the undersigned Customer, with access to Winn's web service (“Service” more fully described below). You agree that you and each person accessing the Service under your authorization, will abide by these Terms, as amended from time to time in accordance with the terms hereof.

1. **Orders.** Your use of the Service is limited to those services specified in the purchase/task order executed by you and Winn and approved by Winn (each, an “Order”), for which Winn has been paid in accordance with the Schedule contract and Schedule Price List.
2. **Winn Web Service.** Winn does not offer perpetual software licenses. The Service Winn offers consists of a web version of the WITS Tracking System (“WITS”) software and Winn's customer relationship management, billing, data analysis, and other services identified in your Order, which are accessed through an internet browser, either from a computer work station (“Seat”) or other hardware device, including mobile devices (“Device”), when operated by individuals whom you grant authorization to access the Service (“Users”). Each Seat, Device and User must be properly registered with Winn.
3. **Privacy & Security Policies.** At time of initial login and various other times, each User must agree to the terms of Winn's privacy and security policies. You represent and warrant that each User will comply with these policies and all Service use/access restrictions and obligations specified under at paragraph 3, below.
4. **License Grant & Use/Access Restrictions.**
 - 4.1. Subject to these Terms, and subject to payment of all applicable fees in accordance with the Schedule contract and in the applicable Order, Winn grants to Customer a limited, non-exclusive, non-transferable right to access and use

the Service, through registered Users, Seats, and Devices, for your internal business purposes only, during the Subscription Term set forth in the applicable Order. All rights not expressly granted to you are reserved by Winn.

- 4.2. Users are expressly limited to human operators under contract/hire to you, whose duties to you require access to the Service and who use and access the Services only for Customer's benefit and subject to all terms and conditions of these Terms. No Service access is authorized through any type of automated device or routine that has not been registered with Winn, nor by any User who impersonates any other User or provides false identity information to Winn.
- 4.3. Your right to access the Service is limited to the number of Seats, Devices and Users registered with Winn, paid for as herein agreed and further limited to the specific number of non-concurrent "log-in" access specified on the Order, so that not more than this specified number of Seats and Devices as designated in your Order will access the Service at any one time.
- 4.4. You acknowledge that the Service and any content (including documents, audio, video, graphics, software and other content) that is part of the Service or made available to you in the course of using the Service (collectively, "Content") constitutes valuable property and trade secrets of Winn and agree not to do nor allow any of the following, without the express written authorization of Winn:
(a) make the Service or the Content available to any third party other than Customer and registered Users; (b) sell, resell, rent, lease, modify, translate or create derivative works of any part of the Service or the Content; (c) decompile, reverse engineer or reverse assemble any portion of the Service or the Content, or attempt to discover any source code or underlying ideas or algorithms of the Winn software underlying the Service or the Content; (d) access the Service or the Content in order to build a competitive product or service, or copy any features, functions or graphics of the Service; (e) use the Service to store or transmit material in violation of third party privacy rights or applicable privacy laws; (f) transmit unsolicited commercial or non-commercial email via the Service; (g) use the Service to store or transmit malicious code; (h) interfere with or disrupt the integrity or performance of the Service or third party data contained therein; (i) attempt to gain unauthorized access to the Service or related systems or networks; (j) remove or alter any trademark, logo, copyright or other proprietary notices associated with the Service or the Content; or (k) upload onto the Service any data or software in violation of any intellectual property rights of any third party. The Service shall not be used by Customer or any User (i) as a computational or CPU resource, (ii) as a data storage resource, (iii) as a device for sending or receiving communication or network traffic other than that required for the purposes permitted herein, or (iv) for any unlawful purpose or otherwise in violation of any applicable law.
- 4.5. Winn has the right, but not the obligation, to monitor Customer's use of the Service to determine compliance with these Terms.

5. Fees and Payment.

- 5.1. Subscription Fees. During the Subscription Term (including any renewal thereof), Customer will be charged in accordance with the terms of the Schedule contract.
- 5.2. Billing Information. You agree to provide Winn or Winn's authorized Dealer with

complete and accurate billing and contact information. This information includes your legal company name, street address, e-mail address, and name and telephone number of authorized contacts and personnel.

5.3. Payments. Fees are due and payable in accordance with the Schedule contract.

5.4. Non-Payment and Suspension. Termination of Federal contracts will be in accordance with FAR 52.212-4(l), FAR 52.212-4(m), and GSAR 552.238-73.

5.5. Payment Disputes.

5.6. Taxes.

6. **Data Usage.** The maximum disk storage space provided to you at no additional charge is 1000 MB per Seat. Winn will use reasonable efforts to notify you when your data storage usage reaches approximately 90% of maximum. Winn reserves the right to establish or modify **data** usage and storage limits, subject to the terms of the Schedule contract and task order, provided Winn notifies you in advance of any renewal term of those modifications that will affect your data usage and storage limits.

7. **Customer Data.** Excluding Winn Technology (as defined below), all data and information that you submit when using the Service ("Customer Data"), shall remain your property. Customer grants to Winn and its subcontractors the limited right to use the Customer Data solely for the purpose of providing services on behalf of Customer. Winn shall have no responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, ownership and/or right to use of Customer Data or components thereof.

8. **System Security.**

8.1. During the Subscription Term and for 30 days thereafter, Winn shall use commercially reasonable efforts in accordance with customary business practices to safeguard Customer Data, and to prevent its loss or corruption.

8.2. You are responsible for all activity occurring under each User or login accessed by or through your equipment or facilities and shall abide by all applicable local, state, federal and foreign laws, treaties and regulations in connection with use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data. You shall promptly notify Winn of any unauthorized use, password, account or known or suspected breach of security or access restriction. You will take all reasonable steps and use reasonable efforts to promptly prevent/stop any unauthorized actions or breach, and ensure that each User has a clear understanding of use and access restrictions, obligations, and the duty to maintain confidentiality of Winn's trade secrets and Winn's confidential information.

9. **System Availability and Support.** During the Subscription Term, Winn shall use commercially reasonable efforts to provide continuous 24/7 User access to the Service that averages 99.99% availability. Winn shall provide technical support for the Service online or via email and shall use commercially reasonable efforts to respond to technical support requests within [2 hours] after receipt.

9.1. A Customer Support Engineer (CSE) is available to handle support calls during Winn's normal business hours 6:00am – 4:00pm Pacific Time, Monday through Friday toll-free at 1-800-806-6884. Non-emergency calls outside of normal business hours will be returned on the next business day. Most emergency calls

outside of normal business hours are returned within four hours of receipt.

10. Third Party Products. During your authorized use of the Service, you may contact or purchase goods and/or services from third-party advertisers or sponsors at the Service site. Any such activity is solely between you and such third-party and Winn shall have no liability or responsibility for any such communication, warranty, representation, product or service associated with such activity.

11. Term, Renewal and Termination.

11.1. Your subscription to use the Service under these Terms commences on the Effective Date and will continue through for duration of the initial Subscription Term and annual renewal terms. .

11.2. . Termination of Federal contracts will be accordance with FAR 52.212-4(l)c, FAR 52.212-4(m), and GSAR 552.238-73.

11.3. Upon termination of this agreement, your right to access the Service and the Customer Data will immediately cease. Upon termination for reason other than your breach, you must submit a written request at the time of termination for a file of your Customer Data, and Winn will use commercially reasonable efforts to deliver such data to you within 30 days after receipt of your written request. Except for the foregoing, Winn shall have no obligation to maintain or forward any Customer Data after termination and will be free to remove from the Service and/or discard any Customer Data, without further notice to you. The provisions of Sections 12 through 16 and Section 18 of these Terms shall survive the termination of this agreement.

12. Winn Reservation of Rights. Winn reserves all rights not expressly granted in these Terms, and no licenses are granted by Winn to Customer hereunder, whether by implication, estoppel or otherwise, except as expressly set forth in these Terms. As between the parties, Winn owns all right, title and interest in and to the Service and the Content, including without limitation all software, systems and algorithms used to implement the Service, all documentation, usernames, storage or other resources that may be assigned to Customer, and all modifications, improvements and derivatives of any of the foregoing (collectively, the "Winn Technology") and including without limitation any modifications or improvements implemented by Winn based on your suggestions, ideas, requests or recommendations, and any and all patent, copyright, trade secret and other intellectual property rights embodied in any of the foregoing. Without limiting the foregoing, Customer acknowledges that the trademarks, logos and service marks ("Marks") displayed by Winn in connection with the Service are the property of Winn or other third parties. Customer is not permitted to use the Marks without the prior written consent of Winn or such third-party owner of the Marks.

13. Disclaimer of Warranties. THE SERVICE AND ANY PRODUCTS OR SERVICES PROVIDED IN CONNECTION THEREWITH ARE PROVIDED "AS IS" AND WINN MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND WINN SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR WARRANTIES THAT MAY ARISE BY OPERATION OF LAW. WITHOUT LIMITING THE FOREGOING, WINN DOES NOT MAKE ANY WARRANTIES THAT ITS SOFTWARE OR SERVICES ARE FREE

FROM ANY BUGS, ERRORS OR OMISSIONS NOR THAT IT WILL BE ABLE TO ACHIEVE ANY SPECIFIC RESULTS OR SUCCESS WITH RESPECT TO CUSTOMER'S USE THEREOF. CUSTOMER ACCEPTS THE ENTIRE RISK ARISING OUT OF CUSTOMER'S USE OF OR INABILITY TO USE THE SERVICE. THE FOREGOING DISCLAIMERS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. YOU FURTHER UNDERSTAND AND ACKNOWLEDGE THAT YOU HAVE THE OBLIGATION TO DETERMINE IF ANY ASPECT OF THE SERVICE DOES NOT FUNCTION IN CONFORMANCE WITH RULES AND/OR REGULATIONS APPLICABLE TO YOUR USES. THIS CLAUSE DOES NOT LIMIT OR DISCLAIM ANY OF THE WARRANTIES SPECIFIED IN THE GSA SCHEDULE 70 CONTRACT UNDER FAR 52.212-4(O). IN THE EVENT OF A BREACH OF WARRANTY, THE U.S. GOVERNMENT RESERVES ALL RIGHTS AND REMEDIES UNDER THE CONTRACT, THE FEDERAL ACQUISITION REGULATION, AND THE CONTRACT DISPUTES ACT, 41 U.S.C. 7101-7109.

13.1. Winn's elective subscription hardware maintenance plan includes overnight shipping replacement of any failed hardware component, not due to negligence, purchased through Winn. Winn also offers toll-free telephone support for installation and general use questions during normal business hours, as well as email support and online technical diagnostic support.

14. Indemnification.

14.1. Winn's Indemnity.

14.2. Customer's Indemnity.

14.3. Procedures. A party seeking indemnification under this Section (the "Indemnified Party") shall promptly notify the indemnifying party (the "Indemnifying Party") when it becomes aware of any Claim eligible for indemnification by the Indemnifying Party under this Section, provided that any delay in providing such notice shall not relieve the Indemnifying Party of its indemnity obligations under these Terms unless, and only to the extent, the Indemnifying Party was prejudiced by the delay. The Indemnified Party shall reasonably cooperate with Indemnifying Party in the defense of such Claim at the Indemnifying Party's expense.

14.4. Exclusions. Winn's indemnification obligations under this Section 14 do not apply to, and Winn will not indemnify Customer from, any Claim related to: (i) Winn's use of or reliance on Customer Data or content in providing the Service; or (ii) use or combination of the Service with software, hardware, or other materials not provided by Winn, where such Claim would not have arisen but for such use or combination. If Customer's use of the Service is or is likely, in Winn's determination, to be enjoined, Winn may, without limiting its indemnity obligations hereunder, procure the right for Customer to continue to use the Service or modify the Service in a manner that has materially equivalent functionality so as to avoid such injunction. If the foregoing options are not available on commercially reasonable terms and conditions, Winn may cancel the Service and refund to Customer on a prorata basis all pre-paid Fees unused for the Service. This Section 14 states Winn's entire liability and Customer's exclusive remedy for any claim of infringement. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S. pursuant to its jurisdictional statute 28 U.S.C. 516.

15. **Limitation of Liability.** WINN SHALL HAVE NO LIABILITY TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (including loss of data, revenue, profits, use or other economic advantage) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THESE TERMS OR THE SERVICE (including but not limited to the use or inability to use the Service). Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to you. IN NO EVENT SHALL WINN'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE INITIAL CLAIM. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. THE FOREGOING DISCLAIMERS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. 3729-3733. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to express remedies provided in the GSA Schedule contract (e.g., clause 552.238-75 – Price Reductions, clause 52.212-4(h) – Patent Indemnification, and GSAR 552.215-72 – Price Adjustment – Failure to Provide Accurate Information).
16. **Notices.** Winn may give notice by means of a general notice on the Service, electronic mail to your e-mail address on record as listed in Winn's account information, or by written communication sent by first class mail or pre-paid post to your address on record in Winn's account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to Winn (such notice shall be deemed given when received by Winn) at any time by any of the following: letter sent by confirmed facsimile to Winn at the following fax numbers: (619) 790-4310, with a copy of any communication delivered via any nationally recognized overnight delivery service or first class postage prepaid mail to Winn to the following addresses: Winn Solutions, LLC, 821 Kuhn Drive, Suite 205, Chula Vista, CA 91914, and a copy to: info@witstracking.com.
17. **Modification to Terms.** Termination of Federal contracts will be in accordance with FAR 52.212-4(l), FAR 52.212-4(m), and GSAR 552.238-73, If you have made an annual payment for the Service, Winn will refund to you the unused portion of your payment.
18. **Miscellaneous.** The relationship between the parties will be solely that of independent contractors, and neither party will, for any purpose, be deemed to be an agent, employee, representative or partner of the other party. The captions, if any, used for each paragraph are only for reference purposes and shall have no other force or effect. This agreement constitutes an addendum to a solicitation or contract, as defined in Federal Acquisition Regulation 52.212-4(s). No terms or conditions stated in a Customer purchase order or other Customer or Dealer ordering document shall be binding on Winn unless expressly agreed upon in writing. Subject to the foregoing, these Terms will be binding upon and will inure to the benefit of the parties and their respective representatives, heirs, administrators, successors and permitted assigns. Any waiver by any party hereto must be in writing in order to be effective.

Any provisions hereof that are not enforceable for any reason shall be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity of these Terms. These Terms shall be governed, construed and enforced in accordance with the laws of the United States of America.

3. 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.
- b. **System Availability and Support.** During the Subscription Term, Winn shall use commercially reasonable efforts to provide continuous 24/7 User access to the Service that averages 99.99% availability. Winn shall provide technical support for the Service online or via email and shall use commercially reasonable efforts to respond to technical support requests within [2 hours] after receipt.
- c. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2)
- d. **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. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. 3729-3733. Furthermore, this clause shall not impair nor prejudice the U.S. Government's right to express remedies provided in the GSA Schedule contract (e.g., clause 552.238-75 – Price Reductions, clause 52.212-4(h) – Patent Indemnification, and GSAR 552.215-72 – Price Adjustment – Failure to Provide Accurate Information.

4. TECHNICAL SERVICES

A Customer Support Engineer (CSE) is available to handle support calls during Winn's normal business hours 6:00am – 4:00pm Pacific Time, Monday through Friday toll-free at 1-800-806-6884. Non-emergency calls outside of normal business hours will be returned on the next business day. Most emergency calls outside of normal business hours are returned within four hours of receipt.

5. SOFTWARE MAINTENANCE

- a. Software maintenance as it is defined: (select software maintenance type)
X 1. Software Maintenance as a Product (SIN 511210)

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.

Software Maintenance as a product is billed at the time of purchase.

2. Software Maintenance as a Service (SIN 511210)

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, online 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.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

- 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.

6. PERIODS OF TERM LICENSES AND MAINTENANCE (SIN 511210)

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Your subscription to use the Service under these Terms commences on the Effective Date and will continue through for duration of the initial Subscription Term and annual renewal terms. Either party may terminate this agreement or reduce the number of authorized Seats, Devices or Users, effective at the expiration of the then-current Subscription Term, by providing the other party not less than 30 days written notice prior to expiration of the then-current Subscription Term. Termination of Federal contracts will be in accordance with FAR 52.212-4(l), FAR 52.212-4(m), and GSAR 552.238-73.
- 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.

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

Winn does not offer perpetual software licenses. The Service Winn offers consists of a web based version of the WITS Tracking Solution ("WITS") software and Winn's customer relationship management, billing, data analysis, and other web services identified in your Order, which are accessed through an internet browser, either from a computer work station ("Seat") or other hardware device, including mobile devices ("Device"), when operated by individuals whom you grant authorization to access the Service ("Users"). Each Seat, Device and User must be properly registered with Winn.

8. UTILIZATION LIMITATIONS - (SIN 511210)

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 an entity entitled to order under GSA Schedule contracts as defined in GSA Order ADM 4800.2I, as may be revised from time to time. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain

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

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

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

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

9. SOFTWARE CONVERSIONS - (SIN 511210)

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, the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

Under a term license, conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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

WITS is a barcode and RFID tracking solution designed to create a chain of custody and proof of delivery for any valuable item in an organization. It is most often used to track packages from UPS, FedEx, DHL and postal services. Many customers also use WITS to track assets, records and equipment. Tracking is performed with barcode scanners and Android handheld computers.

WITS is a cloud-based solution. Customers only require internet access to use the system. There is no limit to the number of users or facilities the system can support.

WITS may be accessed through any PC via Chrome or Edge internet browsers.

Barcode scanners, rugged tablets and rugged handheld devices are provided by Winn Solutions with client applications preinstalled and configured for each customer's specific requirements. Barcode scanning and RFID reading equipment can be provided by 3rd parties upon request. Equipment from 3rd parties must be tested and certified by Winn Solutions to ensure compatibility with all WITS client applications.

11. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.

Winn Solutions does not offer right-to-copy licenses.

PRODUCT PRICING

Winn Solutions, LLC
821 Kuhn Drive, Suite 205
Chula Vista, CA 91914

Phone: 800-806-6884 Fax: 619-790-4310

<http://www.winnsolutions.com>

SIN	Part Number	Description	UOI	Net GSA Price
		Hardware		
33411	MS842-2UCB00-SG	Unitech MS842 Barcode Scanner (2D, Imager, USB, Standard), - Winn Solutions Part # - HWSW-U	EA	\$216.02
33411	GBT4430-WH-BTK2	Datalogic Wireless Laser Scanner - Winn Solutions Part # - HWS	EA	\$566.95
33411	MG112041-000-411	Datalogic Tethered Laser Scanner - Winn Solutions Part # - HWSW	EA	\$204.69
33411	Z-WI+K	Zebra Wireless Input Imager Kit (Includes cradle, power adapter, cords)	KT	\$595.86
33411	Z-UR-WI+K	Zebra Ultra Rugged Wireless Input Imager Kit (Includes cradle, power adapter, cords)	KT	\$1,151.89
33411	T-TI+K	Zebra Wired/Tethered Imager Kit (Includes stand, power adapter, cords)	KT	\$338.80
33411	Z-MLP+K	Zebra Mobile Label Printer Kit with WITS Mobile Printing License (Includes power adapter, cords, belt clip)	KT	\$940.08
33411	Z-DTLP+K	Thermal Label Printer Kit (Includes USB cable, power adapter, cords)	KT	\$396.42
33411	Z-I-LP	Industrial Label Printer Kit (Includes USB cable, power adapter, cords)	KT	\$4,706.05
33411	Z-TC52+K	Zebra TC52 Android Handheld (WiFi) Kit (Includes power cord, 5 years of firmware updates, Tempered Glass Screen Protector, soft holster, Rugged Boot and Hand strap, software installation & configuration)	KT	\$1,808.77
33411	Z-TC57+K	Zebra TC57 Android Handheld (4G) Kit (Includes power cord, 5 years of firmware updates, Tempered Glass Screen Protector, soft holster, Rugged Boot and Hand strap, software installation & configuration)	KT	\$1,911.54
33411	TC5x-CRD+K	TC5x Single Slot Charging Cradle Kit (Includes power adapter, cords)	KT	\$266.35
33411	TC5x-5CRD+K	TC5x 5 Slot Charging Cradle Kit (Includes power adapter, cords)	KT	\$634.61
33411	TC5x-5CRD-E+K	TC5x 5 Slot Ethernet Cradle Kit (Includes power adapter, cords)	KT	\$772.49
33411	Z-L10-XSLATE-W+K	L10 XSLATE Windows 10 Kit (Includes 3 years of firmware updates, power adapter, cords)	KT	\$3,081.41

SIN	Part Number	Description	UOI	Net GSA Price
33411	Z-L10-XPAD-W+K	L10 XPAD Windows 10 Kit (Includes 3 years of firmware updates, power adapter, cords)	KT	\$2,567.56
33411	Z-L10-XBOOK-W+K	L10 XBOOK Windows 10 Kit (Includes 3 years of firmware updates, power adapter, cords)	KT	\$2,653.20
33411	Z-L10-XSLATE-A+K	L10 XSLATE Android Kit (Includes 3 years of firmware updates, power adapter, cords)	KT	\$2,267.81
33411	Z-L10-XPAD-A+K	L10 XPAD Android Kit (Includes 3 years of firmware updates, power adapter, cords)	KT	\$2,696.02
33411	Z-L10-XBOOK-A+K	L10 XBOOK Android Kit (Includes 3 years of firmware updates, power adapter, cords)	KT	\$2,653.20
33411	Z-R12+K	R12 Tablet Kit (Includes 3 years of firmware updates, power adapter, cords)	KT	\$2,910.98
33411	Z-TC72+K	Zebra TC72 Android Handheld (WiFi) Kit (Includes power cord, shipping, 5 years of firmware updates, Tempered Glass Screen Protector, soft holster, Hand strap, software installation & configuration)	KT	\$1,926.10
33411	Z-TC77+K	Zebra TC77 Android Handheld (4G) Kit (Includes power cord, 5 years of firmware updates, Tempered Glass Screen Protector, soft holster, Hand strap, software installation & configuration)	KT	\$2,588.97
33411	Z-TC7x-CP+K	Zebra TC7x charging cable cup Kit (Includes power adapter, cords)	KT	\$109.62
33411	Z-TC7x-2CRD+K	TC7x 2 Slot Charging Cradle Kit (Includes power adapter, cords)	KT	\$328.01
33411	Z-TC7x-2CRD-E+K	TC7x 2 Slot Ethernet Cradle Kit (Includes power adapter, cords)	KT	\$405.09
33411	Z-TC7x-5CRD+K	TC7x 5 Slot Charging Cradle Kit (Includes power adapter, cords)	KT	\$595.21
33411	Z-TC7x-5CRD-E+K	TC7x 5 Slot Ethernet Cradle Kit (Includes power adapter, cords)	KT	\$684.28
33411	ZEB-10015346	1 case - 12 rolls - Thermal Labels 4" x 5"	EA	\$201.26
33411	ZEB-10015344	1 case - 12 rolls - Thermal Labels 4" x 3"	EA	\$167.00
33411	DT32-B-CM175	1 case - 12 rolls - Thermal Labels 2.25" x 2"	EA	\$141.31
33411	ZEB-10015342	1 case - 10 rolls - Mobile Thermal Labels 3" x 2"	EA	\$102.77
		Equipment Maintenance		
811212	HWS+M	Datalogic Wireless Laser Scanner Maintenance (Provides overnight replacement of defective or failed device)	EA	\$125.02
811212	HWSW+M	Datalogic Tethered Laser Scanner Maintenance (Provides overnight replacement of defective or failed device)	EA	\$45.46
811212	Z-WI+M	Zebra Wireless Imager Scanner Maintenance (Provides overnight replacement of defective or failed device)	EA	\$107.44
811212	Z-UR-WI+M	Zebra Ultra Rugged Wireless Input Imager Maintenance (Provides overnight replacement of defective or failed device)	EA	\$194.16

SIN	Part Number	Description	UOI	Net GSA Price
811212	T-TI+M	Zebra Wired/Teathered Imager Maintenance (Provides overnight replacement of defective or failed device)	EA	\$61.09
811212	Z-MLP+M	Zebra Mobile Label Printer Maintenance (Provides overnight replacement of defective or failed device)	EA	\$169.50
811212	Z-DTLP+M	Thermal Label Printer Maintenance (Provides overnight replacement of defective or failed device)	EA	\$71.48
811212	Z-I-LP+M	Industrial Label Printer Maintenance (Provides overnight replacement of defective or failed device)	EA	\$520.91
811212	Z-TC5X+M	Zebra TC5x Android Handheld Annual Maintenance (Provides overnight replacement of defective or failed device)	EA	\$216.89
811212	TC5x-CRD+M	TC5x Single Slot Charging Cradle with Pwr Adapter & Cords Maintenance (Provides overnight replacement of defective or failed device)	EA	\$48.83
811212	TC5x-5CRD+M	TC5x 5 Slot Cradle Maintenance (Provides overnight replacement of defective or failed device)	EA	\$67.06
811212	Z-L10+M	L10 Annual Maintenance (Provides overnight replacement of defective or failed device)	EA	\$235.83
811212	Z-R12+M	R12 Maintenance (Provides overnight replacement of defective or failed device)	EA	\$283.18
811212	Z-TC7x+M	Zebra TC72 Android Handheld (WiFi) Maintenance (Provides overnight replacement of defective or failed device)	EA	\$254.77
811212	Z-TC7x-2CRD+M	TC7x 2 Slot Cradle Maintenance (Provides overnight replacement of defective or failed device)	EA	\$42.62
811212	Z-TC7x-5CRD+M	TC7x 5 Slot Cradle Maintenance (Provides overnight replacement of defective or failed device)	EA	\$67.24
		Software Maintenance as a Service		
51141	HRLY	Implementation Support (Software customization and implementation support) (Hourly Rate) Rate does not include travel expenses.	EA	\$194.51
		Travel expenses will be billed in accordance with Government per diem rates.		
		Non-Hosted Software		
511210	WS-Intranet-Server	WITS Server License (For intranet or private cloud installations), (Includes setup, implementation, configuration, testing)	EA	\$9,859.50
511210	WS-Intranet-Server+M	WITS Server License Maintenance (For intranet or private cloud installations) (Includes technical support, all updates and new software versions)	EA	\$2,957.85
511210	WS_Intranet_3-5	WITS Site Intranet Annual Subscription (Qty 2 - 5) (For intranet or private cloud installations) (Includes unlimited users, unlimited transactions, training, and technical support)	EA	\$1,367.51
511210	WS_Intranet_6-9	WITS Site Intranet Annual Subscription (Qty 6 - 9) (For intranet or private cloud installations) (Includes unlimited users, unlimited transactions, training, and technical support)	EA	\$1,206.10

SIN	Part Number	Description	UOI	Net GSA Price
511210	WS_Intranet_10+	WITS Site Intranet Annual Subscription (Qty 10+) (For intranet or private cloud installations) (Includes unlimited users, unlimited transactions, training, and technical support)	EA	\$1,071.59
		Cloud Software		
511210	WITS_S_Sub	WITS Site Cloud Annual Subscription (Includes unlimited users, unlimited transactions, training, technical support, all updates and new software versions)	EA	\$1,604.24
511210	WITS_S_Sub_2-5	WITS Site Cloud Annual Subscription (Qty 2 - 5) (Includes unlimited users, unlimited transactions, training, technical support, all updates and new software versions)	EA	\$1,367.51
511210	WITS_S_Sub_6-9	WITS Site Cloud Annual Subscription (Qty 6 - 9) (Includes unlimited users, unlimited transactions, training, technical support, all updates and new software versions)	EA	\$1,206.10
511210	WITS_S_Sub_10+	WITS Site Cloud Annual Subscription (Qty 10+) (Includes unlimited users, unlimited transactions, training, technical support, all updates and new software versions)	EA	\$1,071.59
511210	WITS_Sub-Excel-API	WITS Excel based reporting API Annual Subscription	EA	\$623.22
511210	WITS_Sub-APIs	WITS APIs (Search / Company Tree / Asset Integration) Annual Subscription	EA	\$3,134.06
511210	WITS_Sub-Setup	Setup & configuration of APIs / Unlimited Search	EA	\$1,120.91
		WITS Mobile & Tablet Software		
511210	WMCL	WITS Mobile Software License for tablets and handheld devices (Includes installation, setup, configuration & testing)	EA	\$443.88
511210	WITS_M_Sub	WITS Mobile Annual Subscription (Includes unlimited users, unlimited transactions, training, technical support, all updates and new software versions)	EA	\$321.92
511210	WITS_M_Sub-10+	WITS Mobile Annual Subscription (Qty 10+) (Includes unlimited users, unlimited transactions, training, technical support, all updates and new software versions)	EA	\$264.53
511210	WITS_CSD_Sub	WITS Mobile Customer Service Delivery Annual Subscription (Includes unlimited users, unlimited transactions, training, technical support, all updates and new software versions)	EA	\$375.73
511210	WUWP_Sub	WITS Windows Desktop/Tablet (UWP) tablet app Annual Subscription (Includes unlimited users, unlimited transactions, training, technical support, all updates and new software versions)	EA	\$375.73
511210	WUWP_Sub-10+	WITS Windows Desktop/Tablet (UWP) tablet app Annual Subscription (Qty 10+) (Includes unlimited users, unlimited transactions, training, technical support, all updates and new software versions)	EA	\$303.99