



Schedule
Contract



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

**SPECIAL ITEM NUMBER 132-32 Term Software Licenses
FSC Class 7030 Information Technology Software**

Large Scale Computers
Operating System Software
Application Software
Microcomputers
Operating System Software
Application Software

SPECIAL ITEM NUMBER 132-33 Perpetual Software Licenses

FSC Class 7030 Information Technology Software
Large Scale Computers
Operating System Software
Application Software
Microcomputers
Operating System Software
Application Software

SPECIAL ITEM NUMBER 132-34 Maintenance of Software 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.

SPECIAL ITEM NUMBER 132-50 Training Courses

FPDS U012 Training Courses For Information Technology Equipment And Software

SPECIAL ITEM NUMBER 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D399 Other Information Technology Services, Not Elsewhere Classified

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.



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Contract Number: GS-35F-0337K

General Services Administration
Federal Acquisition Service

Period Covered by Contract: April 5, 2015 through April 4, 2020
Pricelist current through Mod #PO-0053 effective 5 April 2015 & Refresh #34

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 Acquisition 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 NUMBER**

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. 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 micro-purchase threshold, FAR 8.404 requires agencies to consider the catalogs/price lists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.fss.gsa.gov). The catalogs/price lists, GSA Advantage!™ and the Federal Supply Service Home Page (www.fss.gsa.gov) contains information on a broad array of products and services offered by small business concerns.

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

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

1. GEOGRAPHIC SCOPE OF CONTRACT:

The 48 contiguous states, Alaska, Hawaii, the District of Columbia, the Commonwealth of Puerto Rico and U.S. Territories. Delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

- 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. SILANIS ORDERING ADDRESS AND PAYMENT INFORMATION:

Ordering Address	Payment Address
Silanis Technology, Inc. 8200 Boul Decarie Bureau, Suite 300 Montreal, Quebec H4P 2P5 Attn: Matt Lane, 514-337-5255 x1182	Silanis Technology, Inc. 8200 Boul Decarie Bureau, Suite 300 Montreal, Quebec H4P 2P5 Attn: Matt Lane, 514-337-5255 x1182

Contractors are required to accept the Government purchase card for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Government purchase cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice. The following telephone number(s) can be used by ordering agencies to obtain technical and/or ordering assistance:

1-(888) 745-2647 – Technical Assistance



3. LIABILITY FOR INJURY OR DAMAGE

Silanis 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 Silanis, unless such injury or damage is due to the fault or negligence of Silanis.

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: 253554737

Block 30: Type of Contractor- **B. Other Small Business**

Block 31: Woman-Owned Small Business - **No**

Block 36: Contractor's Taxpayer Identification Number (TIN) 98-0194060

Block 40: Veteran Owned Small Business (VOSB): **No**

4a. CAGE Code: 3AK81

4b. Silanis 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)

132-32/33

30 Days

b. **URGENT REQUIREMENTS:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS: Prices shown are NET Prices; Basic Discounts have been deducted.

a. Prompt Payment: _0_% - _30_ days from receipt of invoice or date of acceptance, whichever is later.

b. Quantity:

AWS License Fees – Transaction Quantity Discounts			
SIN #	Part#	Type	Description
132-32	AWS-TX10000	Transactional	Quantity order up to 10,000. Recurring transactions fee based on volume order.



132-32	AWS-TX30000	Transactional	Quantity order 10,001 to 30,000. Recurring transactions fee based on volume order.
132-32	AWS-TX50000	Transactional	Quantity order 30,001 to 50,000. Recurring transactions fee based on volume order.
132-32	AWS-TX100000	Transactional	Quantity order 50,001 to 100,000. Recurring transactions fee based on volume order.

Approvelt Desktop End User Volume Discount Pricing			
SIN	Part Number	Description	GSA Unit Price
132-33	APD-0001	1 User	\$142.62
132-33	APD-0100	100 User	\$128.36
132-33	APD-0250	250 Users	\$114.10
132-33	APD-0500	500 Users	\$106.96
132-33	APD-1000	1,000 Users	\$99.84

Note: Quantities above 1,000 units may be considered for a site license. Pricing for the site license is determined on a case-by-case basis and is determined from the site potential use of the Approvelt® product. This is usually based on the number of target application licenses (such as MS Office).

- c. Dollar Volume: NONE
- d. Other Special Discounts (i.e. Government Education Discounts, etc.)

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

Export packing will be made available when necessary for documentation and media outside the scope of this contract.

10. SMALL REQUIREMENTS

The minimum dollar of orders to be issued is \$0.



11. MAXIMUM ORDER

Note: 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 132-32 - Term Software Licenses
- Special Item Number 132-33 - Perpetual Software Licenses
- Special Item Number 132-34 – Maintenance of Software
- Special Item Number 132-51 - Information Technology (IT) Professional Services

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

- Special Item Number 132-50 - Training Courses

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

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

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

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

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

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

Information Technology products under this Schedule that do not conform to Federal Information P

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 Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.



- (c) **Certifications, Licenses and Accreditations:** As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) **Insurance:** As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) **Personnel:** The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) **Organizational Conflicts of Interest:** Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) **Documentation/Standards:** The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) **Data/Deliverable Requirements:** Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) **Government-Furnished Property:** As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) **Availability of Funds:** Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) **Overtime:** For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer;
- (2) Manufacturer's Part Number; and
- (3) Product categories.



Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.gsaadvantage.gov>

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. Ordering Activities procuring open market items must follow FAR 8.402(f).

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

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

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

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

19. OVERSEAS ACTIVITIES

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

Silanis products do not require installation. Warranty Maintenance and extended maintenance agreements are provided on a return to depot basis. When equipment is returned to Silanis from an overseas destination for warranty maintenance and/or maintenance under an extended warranty agreement, Silanis will return equipment to the port of embarkation.

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.



20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or 132-9.

23. SECTION 508 COMPLIANCE.

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

Yes XX
No

The offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): www.silanis.om. The EIT standard can be found at: www.Section508.gov/.

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

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

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



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

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

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

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

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

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

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

26. SOFTWARE INTEROPERABILITY.

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

27. ADVANCE PAYMENTS

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



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

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its 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. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

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.

- (1) For ninety (90) days following its delivery, the Software will perform substantially in accordance with the Documentation: provided that (i) the Software has been properly installed, (ii) a written warranty claim describing in sufficient detail the nature of the defect is sent to Licensor by Licensee during the warranty period, and (iii) the defect described in the written warranty claim was not primarily caused by Licensee's negligence or tampering with the Software, by an error, bug, defect or failure of other software used in conjunction with the Software, or by the Software's interaction or use in conjunction with products, technology, software, hardware, equipment or systems not expressly identified in the Documentation (the "Software Warranty")
- (2) For ninety (90) days following its delivery, the CD-Rom, tapes, diskettes or other media upon which Licensor delivers the software will be free of defects in material and workmanship under normal use, except if the Software is delivered by electronic means (i.e. as an attachment to an e-mail or downloaded from the Internet), in which case there is no warranty with respect to media (the "Media Warranty"); and
- (3) To its actual knowledge, (i) Licensor is the owner of the Software and Documentation, or otherwise has the legal right and full authority to grant to Licensee the licenses provided hereunder, without the need to obtain any licenses, releases consents, approvals, permits or immunities not yet obtained; (ii) the Software and Documentation and the reproduction and use thereof as contemplated by this Agreement do not infringe or misappropriate any intellectual property of any third party; and (iii) the software does not contain any disabling device or code that will, with the passage of time, impair the functionality or use of the Software (the "Other Warranty").
- (4) Disclaimer of Warranty. Except as specifically provided herein, vendor makes no express or implied warranties whatsoever and expressly disclaims the implied warranties of merchantability and fitness for a particular purpose

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.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number **1-514-337-5255** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from **9:00 a.m. EST to 5:00 p.m. EST, Monday through Friday**. In order to facilitate turnaround time, please have your customer and/or serial number when you call.

5. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined:

 XX 1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

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 132-34)

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.

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 (SIN 132-32) AND MAINTENANCE (SIN 132-34)

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

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.

b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.

c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to _____% of all term license payments during the period that the software was under a term license within the ordering activity.

8. TERM LICENSE CESSATION

a. After a software product has been on a continuous term license for a period of _____ * months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number I32-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

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

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



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

- (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
- (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
- (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
- (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
- (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

10. SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 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. Under a term license (132-32), 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.

11. 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.

12. RIGHT-TO-COPY PRICING

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



Approvelt® Software

Approvelt® Web Server (AWS)

Note: Each AWS sale must include services and training certification with it. A Go-Live Fast™ is required with each purchase to ensure a successful implementation of AWS.

The Approvelt® Web Server fully automates web-based transactions requiring presentation, signing and delivery of regulated or legally-enforceable documents. The Web Server complies with all e-signature laws and regulations including E-SIGN and UETA, and can be used for consumer, commercial and government transactions to benefit organizations in three ways:

- Customer pull-through is greatly improved due to a significantly faster transaction turnaround time and elimination of manual processing errors.
- All operations related to the transaction are greatly streamlined since transaction data remains securely electronic and can move between systems without errors.
- Compliance management is automated thereby reducing transaction and corporate risk.

The Approvelt® Web Server enables enterprise business applications to replace their paper-based transactions with a web-based process in either online or point-of-sale environments through a unique combination of capabilities:

- The Approvelt® Web Server supports multiple methods of electronic signing as required by the circumstances, regulations or standards, and assures the accuracy of the electronic presentation and delivery of documents with only a web browser required.
- The Approvelt® Web Server securely records and signs all actions and viewing of the documents presented through the browser to create legally-enforceable evidence of the transaction.
- The Approvelt® Web Server uses standardized web interfaces for quick, easy integration with business, web and content management applications creating and storing the transaction documents.

The licensing and pricing model for the Approvelt® Web Server is based on three components:

- One-time fixed charge for the software components used in a particular configuration
- Charge for the number of concurrent users accessing the software at the same time
- Annual maintenance and support



Approvelt Web Server

Approvelt Web Server (AWS) is an enterprise-class E-Signature Process Management software solution for the execution, management and auditing of business e-transactions. The software pricing is based on a one-time license fee which consists of individual fees for various modules, capacity and users. See the notes for further details on pricing, licensing and terms.

Base \$47,500 + (e-sign module of choice) \$23,750 = 71,250

AWS License Fees – Software Modules				
SIN #	Part#	Modules	Description	GSA \$
Note: At least one of the following e-signing modules is required as a base.				
132-33	AWS-ONL	AWS ONL	Online click-to-sign e-signing module	23,750
132-33	AWS-POS	AWS POS	Signature tablet capture e-signing module	23,750
132-33	AWS-PKI	AWS PKI	Digital certificate (PKI) e-signing module	23,750
132-33	AWS-BASE	AWS Core	Orchestration, evidence capture, basic execution functions. This module is required.	47,500

Base module is purchased with one of the e-signing modules. Pricing remains the same.

SIN	Part#	Optional Modules	Description	Price(\$)
132-33	AWS-PREE-P	Production Process Reviewer	Process Reviewer module for Electronic Evidence database (EEDB) on an in- production system	23,750
132-33	AWS-PREE-NP	Non-Production Process Reviewer	Process Reviewer module for Electronic Evidence database (EEDB) on a non-production system	38,000
132-33	AWS-ADAM	ADAM	AWS Database Archival Module (ADAM) - archives EEDB data offline and extracts specific customer EE	23,750
132-33	AWS-DM	AWS Data Merge	Merge data from business or portal application to PDF documents at time of signing	23,750
132-33	AWS-LCD-TPM	LCD Tablet Process Manager	Support for interactive LCD Tablet processes.	33,250
132-33	AWS-STM	Signature Template Manager	Provides tools for adding signature and data locations to documents and creating and managing templates.	19,000
132-33	AWS-MISMO	MISMO SMARTDoc	Support for e-signing MISMO SMARTDoc format.	19,000
132-33	AWS-EMAIL	Email Notification Manager	Manages email notifications, templates, reminders NEW in AWS 3.0	38,000



AWS License Fees – Capacity and Users				
SIN#	Part#	Type	Description	Fee (\$)
132-33	AWS-AVC	Capacity	Annual capacity of AWS ONL transactions. Minimum quantity is 100. Not a recurring fee	47.50 each
132-32	AWS-TX10000	Transactional	Quantity order up to 10,000. Recurring transactions fee based on volume order.	2.87 each
132-32	AWS-TX30000	Transactional	Quantity order 10,001 to 30,000. Recurring transactions fee based on volume order.	2.39 each
132-32	AWS-TX50000	Transactional	Quantity order 30,001 to 50,000. Recurring transactions fee based on volume order.	2.15 each
132-32	AWS-TX100000	Transactional	Quantity order 50,001 to 100,000. Recurring transactions fee based on volume order.	1.91 each
132-33	AWS-POS-U	POS Users	AWS POS user. Minimum quantity is 50	142.50 each
132-33	AWS-PKI-U	PKI Users	User signing with an electronic credential on AWS PKI. Minimum quantity is 50.	142.50
132-33	AWS-VO-U	View-only Users	User with view-only access to any Base Module system. Minimum quantity is 50.	95
132-33	AWS-PR	Process Reviewers	AWS Process Reviewer access to PREE-P or PREE-NP.	3,800
132-33	AWS-ADMIN	Administrators	Administrator access for any part of AWS. Minimum one user for each AWS install or PREE-NP	1,900 each

1) Silanis License Fees - a one-time license fee for the Software solution includes the following:

- **Software Modules** – the fees for each licensed Software module allows the Software solution to be installed and run on the reasonable number of servers required to support the licensed capacity and/or users described below. The Software solution must include at least the base module and one e-signing module. All other modules are optional.
- **Capacity** – this is only required for configurations of the Software that use of the AWS ONL e-signing module. It determines the maximum volume of AWS transactions that can be performed ANNUALLY by the Software solution. This is NOT a recurring transaction fee. It is part of the one-time license fee that gives the licensee the right to perform up to that maximum number of AWS transactions with the Software EACH year for the term of the license that is normally perpetual.
- **POS and PKI Users** – POS Users and PKI Users must be licensed to use Point-of-sale (AWS POS) and digital certificate (AWS PKI) e-signing modules respectively.
- **Other Users** - Administrative users must also be licensed in order to access the Software solution. These users include Administrators, Process Reviewers and View-only users.

2) Other licensing terms:

- The ensemble of modules forming the AWS Software solution may be run as one or more instances on one or more servers for production purposes in order to meet performance and resiliency requirements that are commensurate with the licensed Capacity or number of Users. The ensemble of modules forming the AWS software solution may access and use no more than one database tablespace as required for the operation of the application.
- Additional copies or instances of the AWS software solution may be deployed for non-production purposes including internal development, testing, support, and disaster recovery as long as the deployed non-production copies are under the control of the licensee and are only used for



purposes related to the licensed production copies or instances.

- o The term of the license is normally perpetual.
- o For billing purposes, the Base Module will be billed as including a license fee of \$10,000 for the included PDF Document Engine unless it is replaced with an alternative document engine such as the MISMO SMARTDoc Module.

3) Business Partner Licensing

The license terms and fees in this price list do not apply to business partner sales that involve licensing the Software to be incorporated and sold as part of a hosted software application service.

Approvelt Transferable Records Manager

Approvelt Transferable records Manager (ATRM) is an enterprise software application for the management, processing and auditing of transferable records within a secure electronic vault. The software is priced based on a one-time license fee which consists of individual fees for various modules, capacity and users and is further described in the License Notes.

SIN#	Part #	Optional Module	Description	GSA \$
132-33	ATRM-EVM	E-Vault Manager	Web Portal for access, operations and auditing on ATRM records	95,000
132-33	ATRM-LPM	Loan Pool Operations	Provides operations for pools of transferable records	47,500
132-33	ATRM-MERS-NR	MERS E-Note Registry	Operations with MERS E- Note registry	23,750
132-33	ATRM-MERS-D	MERS E-Delivery	E-delivery of transferable records to third-parties	19,000
132-33	ATRM-FNMA-D	FNMA E-Delivery	E-delivery of transferable records to Fannie Mae	19,000

User and Transaction Capacity Fees (USD)				
SIN#	Part#	Type of user	Description and individual price	GSA \$
132-33	ATRM-TC	Capacity	Annual capacity of ATRM transactions Minimum quantity is 250. Not a recurring fee	95 each
132-33	ATRM-RU-A	Registry User, Active	User with secured access to carry out operations	4,750
132-33	ATRM-RU-R	Registry User, Review	User with secured access to view records and transaction data	2,850
132-33	ATRM-ADMIN	Administrators	Administrator access for any part of ATRM. Minimum one user per installation.	1,900 each

Notes on ATRM Licensing and Terms

- 1) Silanis License Fees - a one-time license fee for the Software solution includes the following:
 - o **Software Modules** – the fees for each licensed Software module allows the Software solution to be installed and run on the reasonable number of servers required to support the licensed capacity and/or users described below. The Software solution must include at least one of the Registry modules and one E-Vault Storage module. All other modules are optional.
 - o **Capacity** – this determines the maximum volume of ATRM transactions that can be performed ANNUALLY by the Software solution. This is NOT a recurring transaction fee. It is part of the one-



time license fee that gives the licensee the right to perform up to that maximum number of ATRM transactions with the Software EACH year for the term of the license that is normally perpetual.

An ATRM transaction is defined as the transferring in or out an e-vault of the authoritative copy of a transferable record. Transferring in may be based on the initial registration from a Silanis ApprovelT Web Server system, or a transfer from a third-party e-signature system or from another e-vault. Transferring out of an authoritative copy of a transferable record may be to another e-vault or other system to hold the authoritative copy, or to paper out an authoritative copy.

- o **Users** – a certain number of users must also be licensed in order to access the Software solution including Administrators and Registry Users. At minimum, at least one Administrator and one Active Registry User must be licensed for an installation of the software solution.

2) The License allows the ATRM software to be deployed as follows:

- a) The ensemble of modules forming the ATRM Software solution may be run as one or more instances on one or more servers for production purposes in order to meet performance and resiliency requirements that are commensurate with the licensed Capacity and number of Users. The ensemble of modules forming the ATRM software solution may access and use no more than one database tablespace as required for the operation of the ATRM Registry.
- b) The E-Vault Storage module may be used to access only one database tablespace that acts as the E-Vault storage system.
- c) Additional copies of the ATRM software solution may be deployed for non-production purposes including internal development, testing, support, and disaster recovery as long as the deployed non-production copies are under the control of the licensee.
- d) The term of the license is normally perpetual. A fixed term license is also available.
- e) For billing purposes, the Registry – PDF Module will be billed as including a license fee of \$10,000 for the included PDF Document Engine. This does not apply to the Registry – SMARTDoc Module.

3) Business Partner Licensing

The license terms and fees in this price list do not apply to business partner sales that involve licensing the Software to be incorporated and sold as part of a hosted software application service.

ApprovelT® XHTML Server (AXS)

NOTE: Each AXS sale must include services and training certification with it. A Go-Live Fast™™ is required with each purchase to ensure a successful implementation of AXS.

ApprovelT XHTML Server is a digital signature and business approval management solution that facilitates the electronic signing of web-based, XHTML forms in all situations including functionality for use in complex multi-signer, multiple signature processes while meeting legal, regulatory, and business policy requirements for deployment of legally-enforceable forms applications.

ApprovelT® XHTML Server (AXS) SOFTWARE

The ApprovelT® XHTML Server enables electronic signature and approval management for web-based XHTML forms and targets business applications capturing data and approvals through web-based electronic forms by providing:

- Easy incorporation into web-forms applications through standard procedures for a variety of electronic signature, audit trail and secure storage options.



- The same type of e-signature processes found in the Silanis Approvelt Desktop software application including multiple signatures, embedded signature storage and auto data placement, and the same level of security.
- Uses the Approvelt Desktop's supported electronic signature credentials (ePersona or third-party digital certificates) so organizations can deploy both the Desktop and XHTML Server to support both desktop and web applications with a single electronic signature credential.

The Approvelt XHTML Server comes in four variations

SIN	Part Number	Item	Price
132-33	APXHT120-005	Approvelt XHTML Server -Standard Edition	\$23,929
		Allows for the deployment and use of Approvelt XHTML Server with up to 5 form templates.	
132-33	APXHT120-050	Approvelt XHTML Server - Extended Edition	\$71,788
		Allows for the deployment and use of Approvelt XHTML Server with up to 50 form templates.	
132-33	APXHT120-00B	Approvelt XHTML Server -Business Edition	\$95,718
		Allows for the deployment and use of Approvelt XHTML Server with an unlimited number of form templates.	
132-33	APXHT120-00U-2	Approvelt XHTML Server -Enterprise Edition	\$186,650
		Allows for the deployment and use of Approvelt XHTML Server with an unlimited number of form templates. Users of the Enterprise Edition may use supported electronic credentials with no need to be licensed for Approvelt Desktop. Users may only use such electronic credentials with the XHTML Server and may not use them with other Silanis products for which they are not licensed.	

The Approvelt XHTML Server Developer Series comes in four variations

SIN	Part Number	Item	Price
132-33	APXHT120-005DEV	Developer's License Approvelt XHTML Server - Standard Edition	\$11,965
		Allows for the development of up to 5 form templates with the Approvelt XHTML Server. Can only be purchased with XHTML Server Standard Edition.	
132-33	APXHT120-050DEV	Developer's License Approvelt XHTML Server - Extended Edition	\$35,894
		Allows for development of up to 50 forms templates with Approvelt XHTML Server. Can only be purchased with XHTML Server Extended Edition.	
132-33	APXHT120-00BDEV	Developer's License Approvelt XHTML Server - Business Edition	\$47,859
		Allows for the development of an unlimited number of form templates with Approvelt XHTML server Business Edition. Can only be purchased with XHTML Server Business Edition.	



132-33	APXHT120-00U-2DEV	Developer's License ApprovelT XHTML Server - Enterprise Edition	\$93,325
		Allows for the deployment and use of ApprovelT XHTML Server with an unlimited number of form templates. Users of the Enterprise Edition may use supported electronic credentials with no need to be licensed for ApprovelT Desktop. Users may only use such electronic credentials with the XHTML Server and may not use them with other Silanis products for which they are not licensed. Can only be purchased with XHTML Server - Enterprise Edition.	

LICENSE TERMS AND NOTES

- XHTML Server is licensed on a per CPU basis and such installation may only be used by applications supporting one specific line of business within licensee's organization.
- This **only** applies to standard and extended versions. XHTML Server supports the use of two (2) types of electronic credentials to sign in XHTML. They are the Silanis ePersona and third-party digital certificates and support for obtaining and using one of these electronic credentials are supplied with Silanis ApprovelT Desktop software application. Except for users of the Enterprise Edition, each user of XHTML Server must also be licensed to use ApprovelT Desktop in order to use the supported electronic credentials.
- When multiple licenses of the Standard and/or Extended Editions are used together, the number of forms for each license can be combined and shared among the licensed CPUs. For example, if 2 Standard Editions are used in a system with 2 CPUs, you could run up to 10 form templates on each CPU.
- A form template can represent a multi-page form with the pages linked together. If several versions of a certain form template are used, each version counts towards the license.
- The limitation on number of form templates in the Standard and Extended Editions apply to electronic signing operations. It does not apply to verification or secure printing operations.
- Each license packs contains one (1) set of media and documentation.

ApprovelT® Desktop (ADT)

NOTE: Each ADT sale must include services and training certification with it. A Go-Live Fast™ is required to ensure a successful implementation of ADT orders of over 500 licenses.

ApprovelT® Desktop is an enterprise or departmental electronic signature desktop solution for ad-hoc business processes with support for major electronic office document formats. These formats include: MS-Word and MS-Excel, Adobe Acrobat and Adobe Forms Client (formerly FormFlow 99) and IBM Workplace Forms (formerly PureEdge InternetForms). Support included for self-signed digital certificates and 3rd Party certificates. License packs contain one (1) set of media and documentation.

ApprovelT® Desktop Software

This desktop electronic signature application can be used anywhere within organizations to eliminate printing, routing and archival of paper. Benefits include:

- Uniform, easy-to-use method to electronically sign standard electronic document formats natively to ensure enterprise-wide adoption by all users.



- Electronic signature security certified by the US DoD Joint Interoperability Testing Center (JITC) and is more reliable than hand-signed paper.
- Applicable to any approval process and number of signers with built-in signature automation.

Signing in Approvelt® Desktop is as simple as clicking an icon within the native application and entering a private password. Also included:

- Electronic signatures and audit trails are embedded directly in the electronic documents or forms and secured with digital signature technology, providing seamless operation with email, workflow, and content management systems.
- Support for various forms of signature input such PIN, digital certificate and signature capture tablets.
- Signature automation such as multiple signatures and auto data placement also support POS and field force applications such as insurance and recruiting.

Approvelt Desktop (ADT) Software End User Pricing			
SIN	Part Number	GSA Price	Terms
132-33	Approvelt Desktop (ADT) SKU: APD-001	\$142.62 per user	Silanis' Approvelt Desktop product is licensed on a per user basis, with maintenance sold separately. Organizations that purchase Approvelt Desktop for 1 to 99 users can either buy a standard, fixed rate maintenance package or obtain support on an as needed basis via our Pay-Per-Use Maintenance.
132-34	Approvelt Desktop (ADT) SKU: ADTPUPG	\$85.19 per License	Upgrades are NOT offered beyond 18 months from the original purchase date*

Approvelt Desktop End User Volume Discount Pricing			
SIN	Part Number	Description	GSA Unit Price
132-33	APD-0001	1 User	\$142.62
132-33	APD-0100	100 User	\$128.36
132-33	APD-0250	250 Users	\$114.10
132-33	APD-0500	500 Users	\$106.96
132-33	APD-1000	1,000 Users	\$99.84

Note: Quantities above 1,000 units may be considered for a site license. Pricing for the site license is determined on a case-by-case basis and is determined from the site potential use of the Approvelt® product. This is usually based on the number of target application licenses (such as MS Office).



Annual Maintenance

Annual maintenance provides new releases and defect corrections to the software. Silanis reserves the right to increase cost of maintenance up to 5% annually.

9-5 EST Mon-Fri, US Holidays Excluded	24 Hours Daily Mon-Fri, US Holidays Excluded	24 Hours Daily Mon-Sun, US Holidays Excluded
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SIN#	AWS Software Modules			
132-34	AWS-ONL-M	14,250	21,375	24,937.50
132-34	AWS-POS-M	14,250	21,375	24,937.50
132-34	AWS-PKI-M	14,250	21,375	24,937.50
132-34	AWS-PREE-P-M	4,750	7,125	8,312.50
132-34	AWS-PREE-NP-M	7,600	11,400	13,300
132-34	AWS-ADAM-	4,750	7,125	8,312.50
132-34	AWS-DM-	4,750	7,125	8,312.50
132-34	AWS-LCD-TPM-M	6,650	9,975	11,637.50
132-34	AWS-STM-M	3,800	5,700	6,650
132-34	AWS-MISMO-M	3,800	5,700	6,650
132-34	AWS-EMAIL	7,600	11,400	13,300
	AWS Capacity and User Fees			
132-34	AWS-AVC-M	9.5	14.25	16.63
132-34	AWS-POS-U-M	28.5	42.75	49.88
132-34	AWS-PKI-U-M	28.50	42.75	49.88
132-34	AWS-VO-U-M	19	28.5	33.25
132-34	AWS-PR-M	760	1,140	1,330
132-34	AWS-ADMIN-M	380	570	665
	ATRM Software Modules			
132-34	ATRM-CR-PDF-M	14,250	21,375	24,937.50
132-34	ATRM-CR-SD-M	14,250	21,375	24,937.50
132-34	ATRM-CSM-M	6,650	9,975	11,637.50
132-34	ATRM-EVM-M	19,000	28,500	33,250
132-34	ATRM-LPM-M	9,500	14,250	16,625
132-34	ATRM-MERS-NR-M	4,750	7,125	8,312.50
132-34	ATRM-MERS-D-M	3,800	5,700	6,650
132-34	ATRM-FNMA-d	3,800	5,700	6,650
	ATRM User and Transaction Capacity Fees			
132-34	ATRM-TC-M	19	28.50	33.25
132-34	ATRM-RU-A-M	950	1,425	1,662.50
132-34	ATRM-RU-R-M	570	855	997.50
132-34	ATRM-ADMIN-M	380	570	665



Annual Maintenance

Annual maintenance provides new releases and defect corrections to the software. Silanis reserves the right to increase cost of maintenance up to 5% annually.

	9-5 EST Mon-Fri, US Holidays Excluded (20%)	24 Hours Daily Mon-Fri, US Holidays Excluded (30%)	24 Hours Daily Mon-Sun, US Holidays Excluded (35%)
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SIN#	XHTML SERVER			
132-34	Approvelt XHTML Server – Standard Edition	\$4,786	\$7,179	\$8,376
132-34	Approvelt XHTML Server – Extended Edition	\$14,358	\$21,536	\$25,126
132-34	Approvelt XHTML Server – Business Edition	\$19,144	\$28,715	\$33,501
132-34	Approvelt XHTML Server – Enterprise Edition	\$37,330	\$55,995	\$65,328

Special Notice

SKU: APMSDTP-001 Approvelt Desktop Standard maintenance (Maintenance for 100 users or more)

Ordering Agencies interested in fixed-rate support services can purchase standard Silanis Maintenance for 100 users for an annual fee of **\$3,063**. For additional users, the rate is **\$30.63** per user. This rate includes full phone and e-mail access to Silanis' customer support experts, as well as product updates for a full year. Customers that are under Standard Maintenance will automatically be delivered product upgrades within 30-days of general product availability. Enhanced maintenance coverage can be purchased at this user level (100 users & more) for **\$43** per license and **\$51** per license.

SKU: MSADH-001 Approvelt® Desktop – pay-per-use (Maintenance for fewer than 100)

Organizations with fewer than 100 licenses of Approvelt Desktop can obtain economical support via Pay-Per-Use Maintenance. The Pay-Per-Use Maintenance service delivers basic phone and email maintenance support, between **9 am and 5 pm EST, Monday through Friday (ONLY)**, in 15-minute increments for a unit cost of **\$48**, or an hourly rate of **\$191**. Upgrade versions of Approvelt Desktop can also be purchased on an as-needed basis at **\$85** per license.



SIN	Part Number	Product Description	GSA Price	COO
Integration Packages				
132-32	ESLI-G-S	e-Sign Live Integrated - Silver - 500 documents - per year - includes Standard Integration Support	\$4,785.89	US
132-32	ESLI-G-G	e-Sign Live Integrated - Gold - 1000 documents - per year - includes Standard Integration Support	\$7,178.84	US
132-32	ESLI-G-P	e-Sign Live Integrated - Platinum - 2000 documents - per year - includes Standard Integration support	\$9,571.79	US
132-34	ESLI-G-PS1	e-Sign Live Integrated - Optional Premium Integration Support - Fixed Fee per 1 Application; includes Total Person-Hours in 4 Consecutive Weeks; Senior Engineer Assigned for 4 Consecutive Weeks; Remote Support for 4 Consecutive Weeks (phone, emails, etc.)	\$9,571.79	US
132-34	ESLI-G-PS2	On Demand Premium Integration Support - per Person-Hour	\$239.80	US
Stand Alone				
132-32	ESL-G	Price per User per month 1 to 100 users	\$38.58	US
132-32	ESL-G	101 to 250 users	\$34.72	US
132-32	ESL-G	251 to 500 users	\$30.86	US
132-32	ESL-G	501 to 1,000 users	\$28.94	US
132-32	ESL-G	1001+ users	\$27.00	US
				US
132-32	ESL-G-10DOC	\$10 for 10 Documents (\$1.00 per document)	\$10.00	US
132-32	ESL-G-100MB	\$1.00 for 100 MB	\$1.00	US



**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 or online 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) is 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.

f. For Online Training Courses, a copy of all training material must be available for electronic download by the students.

9. "NO CHARGE" TRAINING

The Contractor shall describe any training provided with equipment and/or software provided under this contract, free of charge, in the space provided below.

None



AXS Training

AWSTRN-ACT-06 Administration Certification Training

Objective: Provide a half-day AXS administration training for up to four participants

- Installation
- Configuration
- Management
- Troubleshooting

AXSTRN-TDCT-06 Template Design Certification Training

Objective: Provide a one-day AXS template design training for up to four participants

- Template components and design
- Multi-signer, multi-page, multi-section XHTML forms
- Troubleshooting

AXSTRN-ICT-06 Integration Certification Training

Objective: Provide two-day training for up to four participants on AXS integration

- Conceptual and architectural overview of AXS
- Integration points
- Document actions
- XML request and response
- Troubleshooting

Approvel® XHTML Server (AXS) Training			
SIN	Part Number	Item	Price
132-50	AXSTRN-ACT-06	Administration Certification Training	\$1,914
132-50	AXSTRN-TDCT-06	Template Design Certification Training	\$3,829
132-50	AXSTRN-ICT-06	Integration Certification Training	\$7,657

Approvel® Desktop (ADT)

NOTE: Each ADT sale must include services and training certification with it. A Go-Live Fast™ is required to ensure a successful implementation of ADT orders of over 500 licenses.

Approvel® Desktop is an enterprise or departmental electronic signature desktop solution for ad-hoc business processes with support for major electronic office document formats. These formats include: MS-Word and MS-Excel, Adobe Acrobat and Adobe Forms Client (formerly FormFlow 99) and IBM Workplace Forms (formerly PureEdge InternetForms). Support included for self-signed digital certificates and 3rd Party certificates. License packs contain one (1) set of media and documentation.

Approvel® Desktop (ADT) Training		
SIN	Part Number	Item
132-50	ADTTRN-QTN-06	QuickTraining
132-50	ADTTRN-EUT-06	End-User Training



132-50	ADTTRN-FSECT-06	Form Signature-Enablement Certification Training
132-50	ADTTRN-ACT-06	Administrative Certification Training
132-50	ADTTRN-AACT-06	Advanced Administration Certification Training
132-50	ADTTRN-HDCT-06	Help Desk Certification Training



**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)**

******NOTE: All non-professional labor categories must be incidental to, and used solely to support professional services, and cannot be purchased separately.**

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

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

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.



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

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

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

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

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

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

(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.

6. INSPECTION OF SERVICES

In accordance with FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009) (DEVIATION I - FEB 2007) for Firm-Fixed Price orders and FAR 52.212-4 CONTRACT TERMS AND CONDITIONS (FEB 2007) applies to Time-and-Materials and Labor-Hour Contracts orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

9. INDEPENDENT CONTRACTOR

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

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“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.

11. INVOICES

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

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) 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 52.212-4 (MAR 2009) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

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



14. 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.

15. 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.

16. DESCRIPTION OF IT PROFESSIONAL SERVICES AND PRICING

**Approvelt® Web Server (AWS)
Professional Services**

AWSPS-GLF-06 Go-Live Fast™

Objective: Collaborate closely with the customer to deploy AWS and go-live with one business process in two months; the customer becomes self-sufficient upon go-live. This service is designed to: eSignature-enable up to five forms or documents, support the customer's integration effort, provide deployment support for 30 days after go-live, and deliver certification training.

AWSPS-DS-06 Deployment Support

Objective: Provide AWS deployment support to customers who need assistance after a Go-Live Fast™ implementation. Expert deployment support, on-site or off-site, of five person-days to be used in a period of three months from the date of acquisition

SPS-QUG-06 QuickUpgrade™

Objective: Upgrade an installed AWS system and associated business approval process.

Upgrade one current AWS system to a new version of AWS.

Upgrade one business approval process to run on the new version of AWS

Approvelt® Web Server (AWS) Professional Services			
SIN	Part Number	Item	Price
132-51	AWSPS-GLF-06	Go-Live Fast	\$86,146
132-51	AWSPS-DS-06	Deployment Support	\$11,965
132-51	AWSPS-QUG-06	QuickUpgrade	\$23,929



ApprovelT® XHTML Server (AXS)

NOTE: Each AXS sale must include services and training certification with it. A Go-Live Fast™™ is required with each purchase to ensure a successful implementation of AXS.

ApprovelT XHTML Server is a digital signature and business approval management solution that facilitates the electronic signing of web-based, XHTML forms in all situations including functionality for use in complex multi-signer, multiple signature processes while meeting legal , regulatory, and business policy requirements for deployment of legally-enforceable forms applications.

AXSPS-GLF-06 Go-Live Fast™

Objective: Collaborate closely with the customer to deploy AXS and go-live with one business process in two months; the customer becomes self-sufficient upon go-live. This service is designed to: eSignature-enable up to three XHTML forms, support the customer's integration effort, provide deployment support for 30 days after go-live, and deliver certification training.

AXSPS-JS-06 JumpStart™

Objective: Get the customer started using AXS in two weeks. This service is designed to: eSignature-enable one XHTML form consisting of up to three signatures and to perform a standard, CD-based install of the server and client software on up to 10 PCs in one location. Training is also included.

AXSPS-DS-06 Deployment Support

Objective: Provide AXS deployment support to customers who need assistance after a Go-Live Fast™ or JumpStart™ implementation

Expert deployment support, on-site or off-site, of five person-days to be used in a period of three months from the date of acquisition

SPS-QUG-06 QuickUpgrade™

Objective: Upgrade an installed AXS system and associated business approval process

Upgrade one current AXS system to a new version of AXS
Upgrade one business approval process to run on the new version of AXS

ApprovelT® XHTML Server (AXS) Professional Services			
SIN	Part Number	Item	Price
132-51	AXSPS-GLF-06	Go-Live Fast	\$38,287
132-51	AXSPS-JS-06	JumpStart	\$19,144
132-51	AXSPS-DS-06	Deployment Support	\$11,965
132-51	AXSPS-QUG-06	QuickUpgrade	\$14,358



Approvelt® Desktop (ADT)

NOTE: Each ADT sale must include services and training certification with it. A Go-Live Fast™ is required to ensure a successful implementation of ADT orders of over 500 licenses.

ADT Professional Services

NOTE: Each Approvelt® Desktop (ADT) sale must include services and training certification with it. A Go-Live Fast™ is required with each purchase to ensure a successful implementation ADT orders over 500 licenses. All contracted services must be initiated within six months of contract date and must end within twelve months of contract date. Otherwise, the contracted services will be considered delivered. Travel expenses are not included in the fees below.

ADTPS-GLF-06 Go-Live Fast™

Objective: Collaborate closely with the customer to deploy ADT and go-live with one business process in two months; the customer becomes self-sufficient upon go-live. This service is designed to: eSignature-enable up to five forms and/or documents (Word, Excel, Acrobat, IBM Workplace Forms, Adobe Forms Client), support the customer's integration effort, provide deployment support for 30 days after go-live, and deliver certification training.

ADTPS-JS-06 JumpStart™

Objective: Get the customer started using ADT in one week. This service is designed to: eSignature-enable up to two forms and/or documents (Word, Excel, Acrobat, IBM Workplace Forms, Adobe Forms Client) consisting of up to three signatures each and perform a standard, CD-based install of the software on up to 10 PCs in one location. Training is also included.

ADTPS-DS-06 Deployment Support

Objective: Provide ADT deployment support to customers who need assistance after a Go-Live Fast™ or JumpStart™ implementation

Expert deployment support of five person-days to be used in a period of one month from acquisition

ADTPS-UGA-06 Upgrade Analysis

Objective: Assist customer to prepare for a smooth upgrade to a new version of ADT

Environment analysis
Upgrade plan

Approvelt® Desktop (ADT) Professional Services and Training			
SIN	Part Number	Item	Price
132-51	ADTPS-GLF-06	Go-Live Fast	\$47,859
132-51	ADTPS-JS-06	JumpStart	\$14,358
132-51	ADTPS-DS-06	Deployment Support	\$11,965
132-51	ADTPS-UGA-06	Upgrade Analysis	\$7,657



AWSPS-GLF-06 Go-Live Fast™

Objective: Collaborate closely with the customer to deploy AWS and go-live with one business process in two months; the customer becomes self-sufficient upon go-live. This service is designed to: eSignature-enable up to five forms or documents, support the customer's integration effort, provide deployment support for 30 days after go-live, and deliver certification training.

AWSPS-DS-06 Deployment Support

Objective: Provide AWS deployment support to customers who need assistance after a Go-Live Fast™ implementation. Expert deployment support, on-site or off-site, of five person-days to be used in a period of three months from the date of acquisition

SPS-QUG-06 QuickUpgrade™

Objective: Upgrade an installed AWS system and associated business approval process.

Upgrade one current AWS system to a new version of AWS.

Upgrade one business approval process to run on the new version of AWS

Approvel® Web Server (AWS) Professional Services			
SIN	Part Number	Item	Price
132-51	AWSPS-GLF-06	Go-Live Fast	\$86,146
132-51	AWSPS-DS-06	Deployment Support	\$11,965
132-51	AWSPS-QUG-06	QuickUpgrade	\$23,929



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

PREAMBLE

(Name of Company) 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 demonstrates 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:

Matthew E. Lane
Silanis Technology, Inc.
(514) 337-5255 ext: 1182
Matt_Lane@Silanis.com



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 an 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 of 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.



Silanis e-SignLive End User License Agreement

Silanis e-SignLive Terms and Conditions

Silanis e-SignLive™ Electronic Signature Service Terms THIS DOCUMENT (the Agreement") IS A LEGAL AGREEMENT BETWEEN SILANIS TECHNOLOGY INC. ("Silanis") AND THE SERVICE USER ("You" or "Your", as the case may be) WHICH GOVERNS USE BY YOU, AND YOUR END USERS, OF SILANIS' E-SIGNLIVE E-SIGNATURE SERVICE (THE "Service") WHICH IS MADE AVAILABLE VIA THE WEBSITE WWW.E-SIGNLIVE.COM (<http://WWW.E-SIGNLIVE.COM> (THE "Website"). BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE AN AGENT OR EMPLOYEE OF AN ENTITY, YOU REPRESENT AND WARRANT THAT: YOU ARE DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY'S BEHALF AND TO BIND SUCH ENTITY; AND SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS AGREEMENT AND PERFORM ITS OBLIGATIONS HEREUNDER.

1. SCOPE OF AGREEMENT - The Service that Silanis provides to You is subject to the following terms of use ("Terms"). Silanis may modify this Agreement at any time by publishing a revised Agreement on the Website and/or sending information regarding the revised Agreement to the last email address on file with Silanis. The revised Agreement will become effective on the third day following such publication or provision to You, unless You expressly accept the revised Agreement earlier by clicking a box indicating your acceptance. Your express acceptance or Your continued use of the Service after the expiry of the three day notice period will constitute Your acceptance to be bound by the revised Agreement. You can find the latest version of this Agreement on the Website WWW.E-SIGNLIVE.COM (<http://WWW.E-SIGNLIVE.COM>). YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SILANIS E-SIGNLIVE WEBSITE TO OBTAIN TIMELY NOTICE OF ANY REVISED AGREEMENTS. When the end user is an instrumentality of the US Government, the following terms apply: This agreement is a contract with the US Government and becomes effective when signed by the contractor and the US Government Contracting Officer as an addendum to the Contract. If this is an ID/IQ contract or Schedule Contract, ordering activities placing orders against the ID/IQ contract are subject to this agreement as a term of the ID/IQ contract. This EULA (or TOS) shall bind the government, subject to federal law. This agreement shall not operate to bind a government employee or person acting on behalf of the government in his or her personal capacity. The indemnity requirement of this agreement shall not apply against the US Government; recourse against the United States for any alleged breach of this agreement must be made under the terms of the Federal Tort Claims Act or as a dispute under the contract disputes clause (Contract Disputes Act) as applicable. Venue and jurisdiction of any disputes are determined by the applicable federal statute.

2. THE SILANIS SERVICE

2.1 How it Works. e-SignLive™ facilitates the electronic signing of documents between you and the signers (customers), who may be in your company or outside of your company. You are responsible for keeping Your customers' information and data up to date and Silanis will have no liability to You or Your customers for any issues arising as a result of your failure to ensure that content and information for the Service is accurate or up to date.



2.2 Subscription Types and Accounts. You may subscribe to one or more of the following subscription types and accounts that are offered by the Service.

2.2.1 *Free Subscription.* Silanis may offer a limited version of e-SignLive™ at no charge. Your use of the Free Subscription is nonetheless governed by these Terms. Silanis reserves the right to modify or cancel the free subscription at any time without prior notice.

2.2.2 *Trial Subscription.* Silanis may offer a limited time free trial of the Service for initial assessment. Please note that trial subscriptions have limitations of usage and may automatically change status and become full subscriptions when these subscription limitations are exceeded.

2.2.3 *Full Subscription.* Unless otherwise specified, the Service can be purchased as monthly or annual subscriptions as further detailed in Section 5, Payment Terms below.

2.2.4 *Service Integration.* You may choose to integrate e-SignLive™ with Your systems. Integration between systems may result in some loss or damage to data. You acknowledge and agree that Silanis will not be responsible for any such loss or damage associated with any integration efforts.

Creating an Account. Whether you wish to access and use the Service on a free, trial, or full subscription, or integrated with Your systems, you must register with Silanis by providing basic information when creating an account, including but not limited to: name, address, contact person, telephone number, and email address.

3. SERVICE TERMS

3.1 Service Use Guidelines. You are only permitted to use the Service as contemplated in this Agreement. You will not:

- (a) modify, translate, reverse engineer, decompile, disassemble or create derivative works based on the Service (or any components of it);
- (b) circumvent any user limits or other use restrictions that are built into the Service;
- (c) remove any proprietary notices, labels, or marks from the Service or its components; or
- (d) access the Service in order to (i) build a competitive product or service; or (ii) copy any ideas, features, functions or graphics of the Service.

3.2 Access to Service Back End. You will be provided with login details enabling access to Service back-end which contains documents and contact information relating to e-signatures (the "Data"). Please note that You are responsible for ensuring the security of your login details and Silanis will in no event be liable to You or to any third party (including Your customers) for unauthorized use or access to the Data through your user account. You will notify Silanis promptly upon becoming aware of any such unauthorized access or use; and will comply with all applicable local, state, provincial, federal and foreign laws in using the Service.

3.3 Data Protection and Storage of Data. While your account is active, Silanis will maintain the Data within your Silanis account. Silanis shall maintain administrative, technical and physical safeguards to protect the security, confidentiality and integrity of the Data in its possession. You acknowledge that Silanis may change its practices and limitations concerning storage of the Data at any time, and that notification of any such changes will be posted on the Website. You further agree that this feature is provided as a convenience only and Silanis and its parent(s), partner(s), subsidiary(ies), and affiliate(s) ("Affiliates") have no responsibility or liability whatsoever for the deletion, loss, disclosure of, or failure to store, any documents and/or other communications maintained or transmitted by the Services. You may retrieve and store copies of the Data at anytime for storage outside of the System, and may delete or purge Data from the System to remain in compliance with any storage limits. Transaction Data associated with deleted or purged documents may be retained by Silanis Indefinitely. Additional storage



capacity is available, subject to periodic charges.

3.4 Lawful Purposes. You will at any and all times meet Your obligations hereunder, as well as any and all laws, regulations and policies that may apply to the use of the Service in Your country. You will use the Service solely for lawful purposes. In this respect You may not (i) use the Service to manage any illegal operations, (ii) use any type of spider, virus, worm, Trojan horse, time bomb or any other codes or instructions that are designed to distort, delete or damage the system, (iii) send any unsolicited commercial communication not permitted by applicable law; or (iv) endanger any part of any system or Internet connection of Silanis or any third party. You agree to indemnify and hold Silanis and its affiliates, agents, business associates, resellers, licensors, and suppliers (collectively, "Suppliers") harmless from any and all direct, indirect or consequential claims, losses, damages, judgments, expenses and costs (including, but not limited to, attorney's fees and expenses) arising out of Your (or Your customer's) use of the Service, Your violation of this Agreement, and the delivery of any of your messages and documents using the Service, or the infringement of any trademark or copyright by You.

3.5 Your Use of the Service. Your use of the Service is subject to the following: (i) you acknowledge and agree that nothing in these Terms will be considered to make Silanis a party to any contract executed using the service (e-Contract), and Silanis makes no representation or warranty regarding the transactions sought to be effected by any e-Contract; (ii) you acknowledge and agree that Silanis maintains no control of or access to the contents of any e-Contract and the content, quality, and format of any e-Contract is completely within your control; (iii) The Services may provide options designed to verify the identity of the intended recipient of an e-Contract ("Authentication Measures"). You acknowledge and agree that Silanis (a) will apply only those Authentication Measures (if any) selected by you, (b) makes no representations or warranties regarding the appropriateness of such Authentication Measures, and (c) assumes no liability or responsibility for a party's inability or failure to satisfy any particular Authentication Measure; (iv) You acknowledge and agree that (a) if an e-Contract has not been completed within 30 days of being sent, the e-Contract may be deleted from the System, and (b) Silanis assumes no liability or responsibility for a party's failure or inability to electronically sign any e-Contract within such a period of time;

(v) If a statute, regulation, or other rule of law requires that information relating to a transaction or transactions in or affecting interstate or foreign commerce be provided or made available to a "consumer" (as defined therein) in writing, and to the extent that any party to an eContract is deemed a "consumer," Customer is solely responsible for ensuring that the use of an electronic record to provide or make available (whichever is required) such information satisfies the requirement that such information be in writing. Additionally, Customer is solely responsible for ensuring that its use of the Services complies with all applicable laws, including electronic signature law. Silanis assumes no responsibility to determine whether a written consumer disclosure is required with regard to a transaction represented by an e -Contract, and, further, Silanis assumes no responsibility to provide any such disclosures or to obtain any consumer consents; and (vi) You acknowledge and agree that applicable electronic signature law does not extend to all types of agreements and documents and certain types of agreements and documents are excepted from applicable electronic signature law, such that they cannot be legally formed by electronic signatures; additionally, various agencies may have promulgated specific regulations that apply to electronic signatures and electronic records, and Silanis assumes no responsibility to determine whether any particular e-Contract is an exception to applicable electronic signature law or whether it is subject to any particular agency promulgations and whether it can be legally formed by electronic signatures.

3.6 Unsolicited Information & Opt-Outs. The Service may include the provision of communications on behalf of You to your customers. It is Your responsibility to provide your customers with the ability to opt-out of communications provided by Silanis on Your behalf. It is also Your responsibility to inform



Silanis promptly if any of your customers opt-out of receiving communications. Your failure to comply with these responsibilities is prohibited and is a material violation of this Agreement. Silanis will have no liability whatsoever for any breach of this obligation by You.

4. PROPRIETARY RIGHTS

4.1 Exclusive Ownership. Any and all intellectual property rights to or arising from the software and technology underlying the Service (including any copies, corrections, bug fixes, enhancements, modifications or new versions thereof) ("Silanis IP") are and will remain the exclusive property of Silanis and its licensors. Nothing In this Agreement intends to transfer any such IP rights to, or to vest any such intellectual property rights in You. You are only entitled to the limited use of the intellectual property rights granted to You in this Agreement. You may not copy, modify or reverse engineer any part of the Service owned by Silanis or otherwise interfere with Silanis IP. Any unauthorized use of Silanis IP is a violation of this Agreement as well as a violation of intellectual property laws and treaties including, without limitation, copyright laws and trademark laws. All title and intellectual property rights in and to any third party content that is not contained in the Service, but may be accessed through use of the Service, is the property of the respective content owners and may be protected by applicable copyright or other intellectual property laws and treaties. You acknowledge and agree that only Silanis will have the right to maintain, enhance or otherwise modify the Service and any parts thereof.

4.2 End-User Data. As between You and Silanis, You own the Data. You hereby grant (and warrant that you have the right to grant) to Silanis, its affiliates, licensors, suppliers, subcontractors and/or distributors the right and license to access and use the Data to the extent necessary to perform the Service as contemplated by this Agreement.

4.3 Confidentiality; Privacy. Silanis Is committed to respecting Your privacy and the confidentiality of Your personal data and that of Your customers. Silanis holds personal information in accordance with the terms of its [Privacy Policy http://www.esignlive.com/privacy](http://www.esignlive.com/privacy) .

4.4 Suggestions. Silanis will have a royalty-free, worldwide, transferable, sub licensable, Irrevocable, perpetual, unrestricted license to use and/or incorporate into the Service (or other product offerings) any suggestions, enhancement requests, recommendations or other feedback provided by You relating to the operation of the Service.

5. PAYMENT TERMS

5.1 Charges.

(a) You agree to pay all activation fees, subscription and usage fees and, applicable, taxes (collectively, "Charges") for Your use of the Service in the currency in which billed and according to the payment plan applicable to Your Service and in effect for Your country of residence.

(b) Your access to and use of the Service is subject to Your payment of the Charges set out in the pricing plan selected by You during the registration process or as set out in a written quote (as applicable).

(c) Subscription fees and applicable taxes, are payable, either monthly, quarterly or annually (according to Your selection during the registration process), in advance. Usage fees are charged as and when such fees are incurred or by accumulating such fees (in Silanis' sole discretion) in accordance with applicable usage rates.

(d) Failure to use Your account will not be deemed a basis for refusing to pay any Charges submitted by Silanis in accordance with this Agreement.



(e) If You subscribed for Service pursuant to a trial subscription, Your activation fee and an initial monthly subscription fee will be PRE-AUTHORIZED AGAINST YOUR CREDIT CARD OR DEBIT CARD LIMIT (meaning the amounts pre-authorized will not be considered available credit or debit funds in such account) and will be immediately charged to Your credit or debit card, without further authorization from You, upon the expiration of the free trial period, unless You provide prior written notice (in accordance with Silanis' verification procedures, as may be established by Silanis from time to time in its sole discretion) that You have terminated this authorization. Such notice will not affect Charges submitted before Silanis reasonably could act on Your notice.

(f) Unless otherwise stated, all invoiced amounts are due upon receipt and are non-refundable.

(g) You will:

(i) keep the billing, credit card and payment information You provide to Silanis (including name, credit card number and expiry date, mailing address, email address and telephone number) accurate and up to date; otherwise, Silanis may suspend the Service; (ii) promptly advise Silanis if Your credit card information changes due to loss, theft, cancellation or otherwise and be responsible for any Charges submitted before Silanis could reasonably act on your notice; and

(iii) be liable for Your failure to pay any Charges billed to You by Silanis caused by Your failure to provide Silanis with up to date billing information.

(h) if You have any questions regarding any Charges that have been applied to Your account, You must contact Silanis Support within thirty (30) days of the charge date.

5.2 Processing Costs. To offset its additional processing costs, Silanis may bill You for administrative charges as set from time to time for administrative or account activities including: collection efforts due to non-payment or having a balance over Your credit limit (if applicable), returned or rejected payments. All administrative charges charged to You will be indicated to You on Your invoice or receipt and You will pay all such charges.

5.3 Taxes. All Charges are exclusive of applicable value added ("VAR), sales, use or other taxes, except as required by law.

5.4 Changes to the Service and Charges. Silanis may change the Service (or any aspect thereof) or Charges (including onetime Charges) at any time upon reasonable notice to You by posting the change on the Website, by sending notice via an email to the email address You provide upon registration, by including a message on Your invoice, in writing, or by any other notice method as would reasonably come to Your attention. If You do not accept the change, Your sole recourse is to terminate the Service. Your continued access to and use of the Service after the change has come into effect constitutes Your acceptance of the change and You acknowledge and agree that (i) You will be deemed to have accepted the change, with no additional written agreement or express acknowledgement required; and (ii) You will continue to be responsible to pay for the Service unless You terminate in accordance with Section 6.2.

5.5 Service Renewal Charges. Monthly, quarterly or annual subscriptions will automatically renew and the relevant fees will be processed and charged to You unless You notify Silanis in writing at least thirty (30) days in advance of the anniversary of a renewal period that You want to discontinue the Service.

5.6 Pre-authorized Payment. By providing a credit card to Silanis as part of your account set-up for Your monthly or annual pre-authorized payments, You authorize Silanis to charge Your credit card for all outstanding Charges and outstanding account balances due under the Agreement, and this constitutes Silanis' good and sufficient authority for so doing. If Your pre-authorized payment fails, Silanis may immediately deactivate Your account without notice to You and collect Fees owing using other



collection mechanisms. You are solely responsible for all Charges incurred under Your account by You or third-parties.

6. TERM AND TERMINATION

6.1 Term. This Agreement will be effective as of the date You register for the Service and will remain effective until terminated by either party as set forth below.

6.2 Termination by You. You may terminate the Service for convenience at any time by contacting Silanis at support@esignlive.com (<mailto:support@e-signlive.com>) to terminate the Service. Termination is effective immediately from the date You contact Silanis (the "Termination Date"). Termination of the Service will not entitle You to a refund for any amounts prepaid for the Service. You are responsible for downloading all Data and Customer Information prior to termination of the account.

6.3 Service Suspension or Termination by Silanis. Without limiting other remedies, Silanis may limit, suspend or terminate this Agreement and Your use of the Service, prohibit access to the Website and delete Your user account *and/or* user ID, with immediate effect, if any outstanding invoice is more than 10 days past due, or if Silanis reasonably believes that You are (i) in breach of this Agreement, (ii) creating legal liabilities (actual or potential), (iii) not adhering to any relevant Silanis policies, or (iv) engaging in fraudulent or illegal activities. Silanis will effect such termination by providing notice to You in writing *and/or* by preventing Your access to Your account. Silanis reserves the right to cancel user accounts that have been inactive for more than one (1) year.

6.4 Effect of Termination. Silanis will not be liable in respect of any damage caused by the termination of this Agreement. Upon termination of this Agreement, the Service (and access to Silanis' systems) will terminate. Termination of this Agreement will not relieve You of any obligation to pay any accrued Charges and Silanis will submit a final invoice in respect of unpaid charges (if applicable). Silanis will delete any personal information of Your customers and users within 90 days of termination.

7. SUPPORT SERVICES

7.1 Service Levels. Silanis will use commercially reasonable efforts to keep the Service operational on a 24/7 basis except for planned downtime or any unavailability caused by circumstances beyond Silanis' reasonable control including, but not limited to, Acts of God such as flood, fire, earthquakes, Internet service provider failures or delays or availability issues (including downtime or service outages) of Your payment gateway service provider.

7.2 Support Named Contacts. Silanis customer service and technical support are provided to Silanis customers only. *For the avoidance of doubt, You will be responsible for providing first line support to Your customers/end users.* You must provide us with the name and contact information for a named contact(s) who will be the user(s) authorized to use the purchased Service and access support services. The named contact (s) within the company or organization may be changed if necessary but must be entitled to make decisions on behalf of You or Your enterprise.

8. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

8.1 NO WARRANTIES. THE SERVICE IS PROVIDED "AS IS" AND THERE ARE NO WARRANTIES, CLAIMS,



REPRESENTATIONS OR CONDITIONS OF ANY KIND, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE WITH RESPECT TO THE SERVICE. SILANIS DISCLAIMS AND EXCLUDES ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF QUALITY, PERFORMANCE, INTEGRITY OF DATA, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR USE FOR A PARTICULAR PURPOSE. SILANIS FURTHER DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE AND ERROR-FREE OR WILL OPERATE WITHOUT PACKET LOSS, NOR DOES SILANIS WARRANT ANY CONNECTION TO OR TRANSMISSION FROM THE INTERNET. IN PARTICULAR YOU ACKNOWLEDGE THAT IN USING THE SERVICE, SENSITIVE CONFIDENTIAL *AND/OR* PROPRIETARY INFORMATION WILL TRAVEL THROUGH THIRD PARTY INFRASTRUCTURES WHICH SILANIS HAS NO CONTROL OVER AND FOR WHICH SILANIS WILL BEAR NO LIABILITY. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT INCLUDING, BUT NOT LIMITED TO, MARKETING LITERATURE OR COLLATERAL OR STATEMENTS REGARDING PERFORMANCE OF THE SERVICE BY SILANIS WHICH IS NOT CONTAINED IN THIS SECTION WILL BE CONSIDERED TO BE A WARRANTY OR REPRESENTATION AND SHOULD NOT BE RELIED UPON AND IS NOT BINDING UPON SILANIS. SILANIS DOES NOT ASSUME ANY LIABILITY WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

8.2 LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER SILANIS NOR ANY OF ITS AFFILIATES, LICENSORS, SUPPLIERS, SUBCONTRACTORS AND/OR DISTRIBUTORS WILL HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES (ARISING FROM THIS AGREEMENT, RELATED TO THE SERVICE PROVIDED TO YOU BY SILANIS (INCLUDING ITS AFFILIATES, LICENSORS, SUPPLIERS, SUBCONTRACTORS AND/OR DISTRIBUTORS)) FOR ANY INDIRECT, RELIANCE, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFIT, LOSS OF OR DAMAGE TO DATA, BUSINESS INTERRUPTION, LOSS OF DATA, REPLACEMENT OR RECOVERY COSTS, OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER ARISING FROM CONTRACT, EQUITY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR ANY OTHER THEORY OF LIABILITY, EVEN IF SILANIS (INCLUDING ITS AFFILIATES, LICENSORS, SUPPLIERS, SUBCONTRACTORS AND/OR DISTRIBUTORS) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR THEY ARE FORESEEABLE. IN NO EVENT WILL SILANIS'S TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT IN RESPECT OF DIRECT DAMAGES EXCEED THE AMOUNTS PAID BY YOU TO SILANIS FOR THE SERVICE IN THE PRECEDING TWELVE MONTHS HOWSOEVER ARISING. IN THE EVENT APPLICABLE LAW DOES NOT PERMIT SUCH LIMITATIONS AND/OR SUCH EXCLUSIONS TO BE COMPLETELY DISCLAIMED, THESE LIMITATIONS AND/OR EXCLUSIONS WILL BE INTERPRETED AS NECESSARY TO GIVE SILANIS THE MAXIMUM BENEFIT OF ANY DISCLAIMER, LIMITATION AND/OR EXCLUSION AS PERMITTED BY APPLICABLE LAW.

8.3 IN NO EVENT SHALL THE TOTAL CUMULATIVE LIABILITY OF SILANIS (INCLUDING ITS AFFILIATES, LICENSORS, SUPPLIERS, SUBCONTRACTORS AND/OR DISTRIBUTORS) TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES ARISING FROM THIS AGREEMENT, RELATED TO THE SERVICE PROVIDED TO YOU BY SILANIS (INCLUDING ITS AFFILIATES, LICENSORS, SUPPLIERS, SUBCONTRACTORS AND/OR DISTRIBUTORS), EXCEED THE FEES PAID BY YOU FOR THE SERVICES IN THE TWELVE MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM.

8.4 THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY IN THIS SECTION 8 CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. YOU ACKNOWLEDGE THAT BUT FOR THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY, NEITHER SILANIS NOR ANY OF ITS LICENSORS OR SUPPLIERS WOULD



GRANT THE RIGHTS GRANTED IN THIS AGREEMENT. YOUR ONLY RIGHT OR REMEDY WITH RESPECT TO ANY PROBLEMS OR DISSATISFACTION WITH THE SERVICE IS TO IMMEDIATELY CEASE USE OF THE SAME.

8.5 NO ACTION ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, MAY BE BROUGHT BY YOU MORE THAN ONE YEAR AFTER THE ACTION ACCRUED, OR, IN THE EVENT A MANDATORY STATUTORY LIMITATION PERIOD IN EXCESS OF ONE YEAR APPLIES IN A PARTICULAR JURISDICTION, THE MINIMUM PERIOD ALLOWED BY LAW IN THAT JURISDICTION.

9. INDEMNIFICATION

9.1 Customer Indemnity. You agree on demand to indemnify, defend and hold Silanis, its affiliates, licensors, suppliers, subcontractors, distributors and Silanis staff, harmless from and against any and all liability and costs, including reasonable attorneys' fees incurred by such parties, in connection with or arising out of Your (a) violation or breach of any term of this Agreement or any applicable law or regulation, whether or not referenced herein, or (b) violation of any rights of any third party, or (c) use or misuse of the Service or any Silanis IP.

10. MISCELLANEOUS

10.1 Entire Agreement. The terms and conditions of this Agreement constitute the entire agreement between You and Silanis with respect to the subject matter hereof and will supersede and replace all prior understandings and agreements, in whatever form, regarding the subject matter.

10.2 Severability. Should any term or provision hereof be deemed invalid, void or un-enforceable either in its entirety or in a particular application, the remainder of this Agreement will remain in full force and effect and the invalid, void or unenforceable portion will be severed from the Agreement.

10.3 No Waiver. If Silanis does not take action against any breaches of this Agreement, it does not mean that it waives its right to enforce the same at a later time. 10.4 Assignment. You are not allowed to assign this Agreement or any rights hereunder without Silanis' consent, which consent will not be unreasonably withheld.

10.5 Applicable Law and Venue. This Agreement will be governed by and construed in accordance with the laws of Quebec, Canada without giving effect to any conflict of laws or provisions whether contained in Canadian law or the laws of Your current state or country of residence. Any legal proceedings arising out of or relating to this Agreement will be subject to the jurisdiction of the courts of the province of Quebec, Canada. Each party hereby waives any right to a jury trial in connection with any action or litigation in any way arising out of or related to this Agreement, except where required by law.

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