



Guardian Technology International, Inc.

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

Special Item No. 132-33 Perpetual Software Licenses

Special Item No. 132-34 Maintenance of Software

Note: 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.

SIN 132-33 - PERPETUAL SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

Application Software

Utility Software

Microcomputers

Application Software

Utility Software

SIN 132-34 - MAINTENANCE OF SOFTWARE

Guardian Technologies, Inc.
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703-464-5495 / FAX 703-464-8530

www.guardiantechintl.com

Contract Number: GS-35F-0380S

Period Covered by Contract: April 25, 2006 – April 24, 2011

General Services Administration
Federal Supply Service

Pricelist current through Modification # _____, dated _____.

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

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

SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

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

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

1. Geographic Scope of Contract:

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

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

Offerors are requested to check one of the following boxes:

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

2. Contractor's Ordering Address and Payment Information:

Guardian Technologies International, Inc.
516 Herndon Parkway, Suite A
Herndon, VA 20170

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

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

703-464-5495

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

3. LIABILITY FOR INJURY OR DAMAGE

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

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

- Block 9: G. Order/Modification Under Federal Schedule
- Block 16: Data Universal Numbering System (DUNS) Number: 621133321
- Block 30: Type of Contractor - B. Other Small Business
- Block 31: Woman-Owned Small Business - No
- Block 36: Contractor's Taxpayer Identification Number (TIN): 54-1521616

4a. CAGE Code: 0WR04

4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB Destination

6. DELIVERY SCHEDULE

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)	
132-33	30	Days
132-34	30	Days

Expedited delivery for both SINS 132-33 and 132-34 is offered at 15 Days ARO

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: 1.5% - 20 days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity 0%
- c. Dollar Volume 0%
- d. Government Educational Institutions Same as GSA Schedule Discounts
- e. Other - None

8. Trade Agreements Act of 1979, as amended:

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

9. Statement Concerning Availability of Export Packing:

N/A

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

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

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

- Special Item Number 132-33 - Perpetual Software Licenses
- Special Item Number 132-34 – Maintenance of Software

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

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

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

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

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

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

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal 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 2001)

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

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

- (c) **Certifications, Licenses and Accreditations:** As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

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

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See C.1.)

16. GSA Advantage!

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

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

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

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

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

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

- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

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

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

19. OVERSEAS ACTIVITIES

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

No Exceptions

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

20. BLANKET PURCHASE AGREEMENTS (BPAs)

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

21. CONTRACTOR TEAM ARRANGEMENTS

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

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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

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

23. SECTION 508 COMPLIANCE.

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

www.guardiantechintl.com

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

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

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

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

(b) The following statement:

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

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

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

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

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

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

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

26. SOFTWARE INTEROPERABILITY.

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

27. ADVANCE PAYMENTS

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

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

1. INSPECTION/ACCEPTANCE

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

2. GUARANTEE/WARRANTY

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

**** See Warranty Data In License Agreement Following Pricelist Below ****

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

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

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 703-464-5495 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 0830 Eastern Time to 1700 Eastern Time.

4. SOFTWARE MAINTENANCE

a. Software maintenance service shall include the following:

**** See Software Maintenance Data In License Agreement Following Pricelist Below ****

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.**

5. PERIODS MAINTENANCE (132-34)

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

b. 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 maintenance, the period of the maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of maintenance orders citing the new appropriation shall be required, if the 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 maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

N/A

7. TERM LICENSE CESSATION

N/A

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

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

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

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

(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

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

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

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are

the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

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

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. 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.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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

11. RIGHT-TO-COPY PRICING

Right-To-Copy Licenses are not offered.

**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 demonstrate our support for awarding contracts and subcontracts to small business concerns.

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

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

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

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

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact **Steven Lancaster / VP Business Development / 703) 464-5495 X 109/** steven.lancaster@guardiantechintl.com

**BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE**

(Insert Customer Name)

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

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

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

Signatures

Ordering Activity

Date

Contractor

Date

BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

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

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

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

(2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

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

(4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

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

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

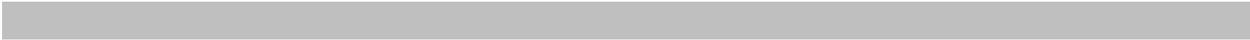
- (a) Name of Contractor;
- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;

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

(h) Date of Shipment.

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

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



**BASIC GUIDELINES FOR USING
“CONTRACTOR TEAM ARRANGEMENTS”**

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

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

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

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

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

Here is a general outline on how it works:

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

PRODUCT DESCRIPTIONS

FlowPoint

The *FlowPoint* system, built on an expandable set of configurable *web services* architecture, provides intrinsic, seamless RIS, image management, radiology workflow and archive management solutions.

- ✓ Open systems architecture permits FlowPoint to be run on Windows, UNIX and Linux operating systems.
- ✓ Standards-based system providing bidirectional HL-7 and DICOM capability
 - Fully DICOM compliant
 - Supports HL-7 triggered events and messaging
 - Supports ADT messaging
- ✓ Support HIPAA compliance security and privacy through:
 - 128 bit SSL encryption
 - Biometric authentication possible
 - Encrypted passwords
 - Individually configured and managed login privileges
 - Detailed department definable audit trails
 - Detailed the user profiles with specific privileges and restrictions
 - Secure digital signatures
 - Support for firewalls, and virtual private networks
- ✓ Archive and storage solutions
 - Full complement of storage configurations available
 - Permits on-line real-time storage or hierarchical storage management
 - Back-up and disaster recovery
- ✓ High resolution monitors available through industry partners
 - 1K, 2K, 3K & 5K B/W and color monitor solutions
- ✓ Compatible with wide selection of industry viewers to meet clinical applications requirements and price points
- ✓ System is fully scalable, providing flexible configurations to meet the demands of enterprise based radiology practices, multi-site and imaging center operations.
- ✓ FlowPoint provides workflow solutions enabling paperless radiology department operations

Comprehensive Features and Functionality:

- ✓ Real-time patient tracking through the radiology process manages all patient information
- ✓ Patient orders and waiting lists
- ✓ Patients scheduling - Supports: departmental, enterprise, multi-site schedule
- ✓ Patient registration - Supports: departmental, enterprise, multi-site schedule
- ✓ Insurance authorizations
- ✓ Patient arrival and tracking
- ✓ Extensive workflow management, and totally configurable worklists: Each user has the ability to manage preferences for unique, private, customized work list including:
 - Technologies work list
 - Radiologist work list
 - Physician's work list
 - Verification
 - Electronic signoff with signature
- ✓ Digital dictation and transcription
- ✓ Transcriptionists' work lists
 - Supports embedded digital voice dictation
 - Supports voice recognition
 - Canned reporting templates, macros
 - MS Word availability
- ✓ Report and image distribution
- ✓ Automated billing integration

- Charge capture and coding
- IDC-9, IDC 10 and CPT codes, with modifiers
- HC PC codes
- Free text entry and descriptions to minimize rejected healthcare clients
- ✓ Film library management
 - Bar coding
 - Pre-fetch lists
 - Sign out and tracking
- ✓ Extensive auditing and statistical analytical tools
 - Using Crystal reports, business objects and standard HTML reports
- ✓ Messages, reminders and alerts, sent via work lists, e-mail, fax, and pager
- ✓ Inventory, stock control management tools
- ✓ Equipment management tools
- ✓ Patient drug and radiation dose monitoring capability for each patient
- ✓ Support for bar codes and printer when necessary
- ✓ Data dictionaries supporting multiple foreign languages as a user preference
- ✓ Supports multi-center or enterprise operation
 - Establish differing discrete registration and scheduling parameters for centers
 - Tailored registration screens
 - Shows availability of all needed resources, all resources associated with appointments diary and scheduling shown as real-time snapshots
 - Scheduling module permits single data entry for multiple locations
 - Supports automatic EDI feeds into work list for authorization and scheduling
 - Single database, utilizing rules engine to permit individual room scheduling per modality, per site, by priority
- ✓ Referring physician work list supported
 - Referring physicians are able to schedule directly into the system
 - Referring physicians can check their patient progress automatically through the system
 - Review of patient's records and images via web-based services
 - Enables immediate transmission of results via e-mail, fax, wireless, e-mail
 - Permits pager or other messaging capability to notify availability of results
- ✓ Patient portal
 - Permits patients to create, confirm or change appointments, update insurance or demographic info and review pre-procedural documentation



Image Informatics for Aviation Security

Recent world events highlight the need for increased security in all areas of our lives....

Transportation security has become the world's top priority. However, despite spending billions of dollars and creating endless security lines and inconveniences for travelers, explosives, guns and other threat items can still pass undetected through airport security checkpoints. Screeners often fail to detect explosives, guns and other threat items by using existing scanning systems capabilities. Additionally, the false positive rate is extremely high which means bags are needlessly searched for threat items, resulting in long security lines, flight delays and hundreds of thousands of wasted man-hours.

Guardian Technologies International, based in Herndon, Virginia United States, is making a difference in the world of transportation.

Combining sophisticated analysis and algorithms, PinPoint™ is an automated threat identification and detection solution that more than doubles the accuracy rate of traditional airport checkpoint baggage scanning equipment. PinPoint's technology integrates with existing baggage scanners to identify high-level threat items, such as guns, C4, and other types of explosives that are difficult or impossible for trained baggage scanning personnel to detect using traditional X-ray images. PinPoint has an unprecedented detection accuracy rate and an extremely low "false positive" rate. Thus, PinPoint technology has profound implications for air travel safety, passenger throughput, and security overhead reduction.

How PinPoint Works



Just as computer analysis and algorithms are used to determine the unobservable characteristics of stellar bodies light years away, PinPoint uses similar methods to distinguish minute variations in X-ray images that are impossible for the human eye to differentiate.

Plastic explosives, and other threat items, have specific densities and characteristics, which may be similar to those of non-threat items contained in baggage. At the present images produced by current baggage scanning technology often do not differentiate between threat and non-threat items enough to capture a human operator's attention.

PinPoint uses sophisticated algorithms to scan the image for characteristics of items contained in its threat library. When a threat is detected, Pinpoint immediately places a red box around the image of the suspected item, and sends a warning message to the operator stating the type of item found.

Because mathematical analysis can distinguish minute variations in an image far more reliably than the human eye, PinPoint consistently detects even the most cleverly hidden or disguised threat items. Moreover, Pinpoint's identification capabilities increase with the increase in quantity of image data.

The PinPoint system completes this automated image analysis process in a sub-second routine for each baggage X-ray image. The system runs in a UNIX environment on an Intel Pentium 4 COTS computer.

PinPoint's ability to identify threat item types enables security personnel to determine the best course of action for threat containment. PinPoint brings immediate safety and economic benefits to the transportation industry, which seeks to maximize screening accuracy and efficiency for carry-on bags, checked baggage, airline and sea cargo containers.

Additional PinPoint Applications

PinPoint's unique identification capabilities can extend far beyond airport baggage scanning and is being adapted for the following applications:

- Cargo scanning
- Body scanning
- Package scanning for schools, hospitals, entertainment venues and government office buildings
- Satellite image enhancement and identification
- Medical imaging
- Illegal drug and money smuggling detection

PRODUCT PRICING

Guardian Technologies International, Inc.					
			SIN 132-33		SIN 132-34
FlowPoint RIS Software Suite Description	Part #	Unit	GSA Price with .75% IFF	Warranty	Annual Maintenance
FlowPoint RIS Software Suite for up to 10,000 Exams Annually	GDTI-RIS-10K	SW	\$ 21,610.88	1 Year	\$ 4,322.18
FlowPoint RIS Software Suite for up to 20,000 Exams Annually	GDTI-RIS-20K	SW	\$ 29,469.38	1 Year	\$ 5,893.88
FlowPoint RIS Software Suite for up to 30,000 Exams Annually	GDTI-RIS-30K	SW	\$ 37,327.88	1 Year	\$ 7,465.58
FlowPoint RIS Software Suite for up to 40,000 Exams Annually	GDTI-RIS-40K	SW	\$ 41,912.00	1 Year	\$ 8,382.40
FlowPoint RIS Software Suite for up to 50,000 Exams Annually	GDTI-RIS-50K	SW	\$ 45,841.25	1 Year	\$ 9,168.25
FlowPoint RIS Software Suite for up to 60,000 Exams Annually	GDTI-RIS-60K	SW	\$ 47,151.00	1 Year	\$ 9,430.20
FlowPoint RIS Software Suite for up to 75,000 Exams Annually	GDTI-RIS-75K	SW	\$ 49,115.63	1 Year	\$ 9,823.13
FlowPoint RIS Software Suite for up to 100,000 Exams Annually	GDTI-RIS-100K	SW	\$ 58,938.75	1 Year	\$ 11,787.75
FlowPoint RIS Software Suite for up to 125,000 Exams Annually	GDTI-RIS-125K	SW	\$ 67,943.28	1 Year	\$ 13,588.66
FlowPoint RIS Software Suite for up to 150,000 Exams Annually	GDTI-RIS-150K	SW	\$ 75,638.06	1 Year	\$ 15,127.61
FlowPoint RIS Software Suite for up to 175,000 Exams Annually	GDTI-RIS-175K	SW	\$ 83,660.28	1 Year	\$ 16,732.06
FlowPoint RIS Software Suite for up to 200,000 Exams Annually	GDTI-RIS-200K	SW	\$ 85,133.75	1 Year	\$ 17,026.75
FlowPoint RIS Software Suite for up to 250,000 Exams Annually	GDTI-RIS-250K	SW	\$ 93,319.69	1 Year	\$ 18,663.94
FlowPoint RIS Software Suite for up to 300,000 Exams Annually	GDTI-RIS-300K	SW	\$ 98,231.25	1 Year	\$ 19,646.25
FlowPoint RIS Software Suite for up to 350,000 Exams Annually	GDTI-RIS-350K	SW	\$ 114,603.13	1 Year	\$ 22,920.63
FlowPoint RIS Software Suite for up to 400,000 Exams Annually	GDTI-RIS-400K	SW	\$ 117,877.50	1 Year	\$ 23,575.50
FlowPoint RIS Software Suite for up to 500,000 Exams Annually	GDTI-RIS-500K	SW	\$ 130,975.00	1 Year	\$ 26,195.00
FlowPoint RIS Software Suite for up to 750,000 Exams Annually	GDTI-RIS-750K	SW	\$ 176,816.25	1 Year	\$ 35,363.25

Guardian Technologies Pricing Policy for FlowPoint Radiologic software:
 Guardian Technologies sells radiology information system (RIS) and picture archiving and communications software (PACS) programs. Pricing for the software is based on an unlimited usage model which is calculated on a radiology clinic's annual examination volumes. An examination is described as a one-time x-ray procedure for which a radiology diagnosis is provided.

Guardian's perpetual license approach permits unlimited usage of the software for the management of the radiology clinic and distribution and viewing of x-ray images. In the case that annual examination volumes exceed the initial volumes for which the clinic's price was negotiated, Guardian will upgrade software licenses to the next appropriate exam volume level. The client will pay only the difference between exam volume levels and charged a one-time software licensing fee for only those exams which exceed the annual usage volume.

Guardian Technologies International, Inc.					
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Guardian Technologies International, Inc.

		132-33		132-34
Product Description	Unit	GSA Price with .75% IFF	Warranty	Annual Maintenance
PinPoint 3i Engine for Checkpoint X-Ray	ea	\$ 32,743.75	1 Year	\$ 6,548.75
PinPoint Module Metal	ea	\$ 4,584.13	1 Year	\$ 916.83
PinPoint Module Currency	ea	\$ 4,584.13	1 Year	\$ 916.83
PinPoint Module Explosives	ea	\$ 9,168.25	1 Year	\$ 1,833.65

SOFTWARE LICENSING

Standard Warranty Program

All Guardian hardware and software products carry a standard 1 year warranty. Inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant located at 514 Herndon Parkway, Suite A, Herndon, VA 20170

Standard Warranty Program Services Include:

Technical phone support is available from the Guardian technical support department from 8 AM. to 5:30 P.M Eastern Standard Time Monday through Friday. Customers will receive a toll free number to reach Guardian support staff upon purchasing Guardian products or services. Guardian guarantees that a certified technical expert will respond to all calls within 45 minutes. Support representatives are available to discuss network designs, applications, product configuration, equipment recommendations, installations and troubleshooting techniques.

Equipment needing repair during the warranty period will be returned to an authorized Guardian repair center to be repaired at no charge. The product returned must have an RMA number, and the customer is responsible for shipping charges for the equipment being returned for repair. Guardian will pay shipping charges on equipment being returned as a result of replacing or repairing customer equipment.

On-site field or system engineers are available on a per charge basis. Customers should contact Guardian sales representatives for pricing. Target response time for on site field or system engineer is next business day (not guaranteed).

Post or Outside Standard Warranty Program

Guardian offers repair and support coverage to customers who wish to continue the standard warranty no-charge services beyond the standard warranty period. In order to receive coverage for equipment that is no longer under warranty, Guardian may require a pre-contract inspection that will consist of reviewing hardware/firmware and software revisions for supportability. The purpose of this inspection is to ensure that the system to be covered is fully operational and is operating in a suitable environment. An agreement will be reached prior to contracting for maintenance services if any equipment is found to be in need of services or requires revision upgrades. The customer may incur a charge associated with the pre-contract inspection; however, this charge will be waived if a commitment to purchase is reached within 30 days of the actual inspection notice. Annual Maintenance Prices for post warranty services are reflected in the price schedules.

Rates for Post or Outside Standard Warranty Plan will be negotiated on a plan by plan basis.

All repair work is warranted for 30 days from poor workmanship or defects caused by Guardian Technologies International, Inc.

Maintenance and Support

This includes installation, integration, configuration, administration, and troubleshooting. Support includes fixing any programming errors that may occur. It also includes any related training and skills' transfer. Support may be performed by Guardian offices in both the US and UK. Problem resolution shall reflect the following response schedule provided on a 24 hours per day 7 days per week basis:

- a. Mission-critical problems, response time two hours from the receipt of call.
- b. A problem which inhibits system production, response time 4 hours from receipt of call.
- c. General bug fixes and correction of software bugs, 5 days from receipt of call.

One Year Period

Guardian Technologies Intl. Inc. will provide maintenance for each one year period provided for by annual support services. Each year the contract will be reviewed and updated to ensure that it is a true reflection of the costs required to support the Radiology FlowPoint and any additional modules.

Emergency Support

Emergency status is defined as requesting support from Guardian Technologies Intl. Inc. in a way that cannot be scheduled in advance during normal support hours.

12 Month Warranty

Guardian Technologies Intl. Inc. represents and warrants that qualified personnel in a professional manner will perform the services provided. Guardian Technologies Intl. Inc. shall provide 12 month warranty and support for any completed work.

Point-Release Updates

The Client shall receive all the point-release updates from the current versions that were purchased as a part of the operating system and features. This does not cover what is termed a major new feature release of FlowPoint that have not already been purchased as a part of the applications feature set. Purchase of a service and support contract will extend support services and updates for an additional 12 months.

Site Monitoring

This service provides for remote-site monitoring of the server events, resource statistics, and error logs to detect and diagnose potential problems during the warranty period and for each annual support period. Guardian Technologies Intl. Inc. visits Client site once a year to review the applications' health and identifies potential problems. Guardian Technologies Intl. Inc. will give suggestions for preventative maintenance and/or make needed modifications. Site visits usually last from 4 hours allowing Guardian Technologies Intl. Inc. ample time to bring the Client up to date, perform minor support services and to plan and schedule additional support.

Technical Briefing

Ensures the Client is updated on the latest issues related to the FlowPoint RIS environment. This service provides for one-year of technical briefing. Client will receive information on technical topics including product announcements, additional modules, architectural directions, known problems/resolutions and performance improvements. Technical briefings last 1-2 hours.

Telephone Support

The PRIMARY or SECONDARY System Administrator or their designees from the Client can call Guardian Technologies Intl. Inc. for support on the FlowPoint products. Guardian Technologies Intl. Inc. provides support on software installation, software configuration, user interface usage, functions, desktop application integration, and client to server. Guardian Technologies Intl. Inc. may also be provided with primary support from other vendors including phone support and on-line knowledge bases with download services.

On-line Support

Client remote support provided by Guardian Technologies Intl. Inc. via the Internet and phone. Guardian Technologies Intl. Inc. will also respond to support questions via electronic email.