

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

Special Item No. 132-32 Term Software Licenses
Special Item No. 132-34 Maintenance of Software

SIN 132-32 - TERM SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers and Microcomputers

Application Software

SIN 132-34 - MAINTENANCE OF SOFTWARE

Knorr Associates Inc.



10 Park Place
PO Box 400
Butler, NJ. 07405
973-492-8500

www.knorrassociates.com

Contract Number: _____ *GS-35F-0384U* _____

Period Covered by Contract: _____ *May 19th 2008 through May 18th 2013* _____

General Services Administration
Federal Acquisition 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 Acquisition Service's Home Page via the Internet at <http://www.fss.gsa.gov/>

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- 1 FULL YEAR OF MAINTENANCE AND SUPPORT FREE OF CHARGE
- 5% discount off of total license fee
- 60 day warranty
- .5% 10 days; net 30
- Maintenance Fee: After the first year of maintenance the yearly fee maintenance is 15% of the customers current license fee

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

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/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!TM on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!TM 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 pricelists 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:

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.

For Special Item Number 132-53 Wireless Services ONLY, if awarded, list the limited geographic coverage area:

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

Address for Ordering and Payment

Knorr Associates Inc.
P.O. Box 400
Butler, NJ 07405

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:

973-492-8500

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. STATICAL 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: 101240133
 Block 30: Type of Contractor - B. Other Small Business
 Block 31: Woman-Owned Small Business - No
 Block 36: Contractor's Taxpayer Identification Number (TIN): 22-3556145
 4a. CAGE Code: 45F09
 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)
<u>132-32</u>	As negotiated with ordering activity
<u>132-34</u>	As negotiated with ordering activity

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.

- Prompt Payment: .5% 10 Days; Net 30.
- Quantity: 5-30% discount based on # of modules purchased.
- Dollar Volume: None
- Government Educational Institutions: None
- 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:

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 132-32 - Term 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:

Federal departments and agencies 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 offices, shall be responded to promptly by ViON.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce,

National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

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

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)

Federal Acquisition Regulation (FAR) 13.303-1(a) defines Blanket Purchase Agreements (BPAs) as "...a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts' with qualified sources of supply." The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.303-2(c)(3), which reads, in part, as follows: "BPAs may be established with Federal Supply Schedule Contractors, if not inconsistent with the terms of the applicable schedule contract." Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up "accounts" with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential

volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Pricelist, for customers to consider when using this purchasing tool. (Note: A suggested Blanket Purchase Agreement (BPA) format is found at the back of this Schedule Contract Pricelist.)

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, Contractor's Reports of Sales and 552.238-76, Industrial Funding Fee, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract. (Note – Basic Guidelines for using Contractor Team Arrangements may be found at the back of this Schedule Contract Pricelist.)

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 requisitioning 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.knorrassociates.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 AS A SERVICE (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. *In this case, we are referring to 132-32 and 132-34 only.* 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.

We provide a 60 day warranty on the DataPipe software to all government contracts

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 **973-492-8500** for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from **9-5pm EASTERN time zone Monday through Friday (other hours if needed and scheduled).**

4. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined: (select software maintenance type) :

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.

5. 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.

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

132-33: DOES NOT APPLY TO OUR CONTRACT. We only offer term 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.

7. TERM LICENSE CESSATION

132-33: Section 7 DOES NOT APPLY TO OUR CONTRACT. We only offer term license

- 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.

8. 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.

9. 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.

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

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

DataPipe INFO

1. Information for Ordering DataPipe

To order DataPipe, please contact our office directly at 973-492-8500 or email us at sales@knorrassociates.com. The total one time license fee you will pay will be based on the number of modules and concurrent users you license.

2. DataPipe Information:

Knorr Associates was founded in 1979 and has over 25 years experience providing an easy-to-use, modular software solution for collecting and managing EH&S information.

Over the years this knowledge evolved into DataPipe™, the complete information management software solution for professionals in the EH&S fields. DataPipe is accessible from the Web or Windows, offers point-and-click reporting, data exchange with external systems and software, automated email notification, triggered events, extensive customizing capabilities, risk management, compliance reporting and more.

DataPipe software easily meets the needs of today's and tomorrow's EH&S business requirements. Contact Sales@KnorrAssociates.com for more info and to request an on-line DEMO.

3. Product and Service Price List

DataPipe is a module EH&S software solution. Select the module from the table below (TABLE 1) that are of interest to your organization and add up the total price for the system. The CORE MODULE (\$5000) is required. The sum of the total modules that you are purchasing is the fee of a Single User License. For multiple concurrent user licenses, please use TABLE 3 below to determine the license fee.

TABLE 1

Module Name	Description	Unit Cost
Core Module (REQUIRED)	Required in all DataPipe systems. Includes Personnel module, security and common databases used throughout system. Report writers (ad-hoc and programmed) also included.	\$5,000
Container Mass Balance	Movement of agents from container to container and movements of containers from location to location. "Cradle-to-grave" detailed mass balance tracking, from purchase order to shipping/disposal. Also used for waste minimization analysis.	\$5,000
MSDS (ANSI Z400.1)	All 16 sections of ANSI standard MSDS, including ingredients and IH limits. Includes fields for storing images of mfg.'s original sheets, which may be viewed and printed. Requires Agent Parameters, which it automatically updates.	\$5,000
MSDS Generation	Build and maintain MSDSs based on user-defined sub-sections, phrases and text, with the text in multiple languages. Output may be to a word processor for final formatting or a HTML file for Inter/Intranet-based distribution. Requires Agent Parameters.	\$5,000
Process Models	Define, for any source, the amount of agent(s) and/or waste produced, based on operating characteristics of the source, then calculate discharges over time. Inc. calculations at points before and after pollution control devices. AP-42 type calcs. Requires the Agent Parameters Module.	\$4,000
Clinic Visits (Services & costs)	Records when, why patient/employee visits clinic. Services rendered, cost of services, disposition of case. Includes vital signs, medical problems & SOAP notes. May be used with Injury & Illness to link a Clinic Visit to an Injury & Illness case (and also to an Absence, Progress Note, Treatment Plan and/or Workers' Compensation claim related to that Injury & Illness case, if these Modules are present), but does not require the Injury & Illness Module.	\$3,500
Form R	Includes a comprehensive program (programmed report) to generate the U.S. E.P.A. Form R report (site and chemical agent use, treatment and disposal information) and these basic record-keeping forms: Waste Generator Facility, Hazardous Chemical Registry, Waste/Hazardous Chemical Accumulation. Other modules which are used by the Form R report are NPDES, Waste Disposal, Waste Minimization, Waste Receiving, Waste Storage, Waste Shipping, and Waste Treatment/Recovery. Requires List of Lists and Waste Characterization modules.	\$3,500
Musculoskeletal/FCE/Ergonomics	Also called Functional Capacity Evaluation. Define work requirements in terms of range of motion, strength, etc. and then measure individual's performance and changes w.r.t. those requirements.	\$3,500
NPDES	Monthly results from sampling, permit requirements for each source, comparison of measured amounts to permit requirements. May be used with List of Lists.	\$3,500
Project Management	Track project tasks, dates, responsibilities, costs. Includes times for PERT/CPM analysis and other metrics. Links to Incidents (general) if included. Use with recommendations module, site remediation tables and other major modules.	\$3,500
Questionnaires	Build multiple surveys, audits or questionnaires from lists of questions. Answers may be logical, text and numeric. Build physical exam, medical history, safety and IH survey and other questionnaires with one module. Also maintains answers to questionnaires. May be linked to General Incidents.	\$3,500
Waste Characterization	Properties/components of a hazardous waste, similar to an MSDS, but specific for waste. Required for most other waste-related modules. Requires List of Lists.	\$3,500
Water Quality	A more generalized module than NPDES, this module tracks allowable concentrations of contaminants (min., max. & avg.) as well as actual amount from analysis of samples. Users may define "panels" of standard tests to speed data entry.	\$3,500
Work Flow	Workflow, an optional detail on many DataPipe forms, allows for defining steps for reviewing information, processing business rules, making notifications (e.g., e-mail), controlling who may edit the record and finally locking the record against future edits. Encrypted electronic signatures are attached to workflow records.	\$3,500
Chemical Inventory	Agent type, location, quantities, dates, storage methods. Typically used for IH evaluation and SARA Tier 1 and 2 reports. Requires Agent Parameters module.	\$3,000
Industrial Hygiene Air Samples	Personal, area, & blanks; timed and "spot" (direct reading) measurements. Automatic flow and volume calculation, lookup and comparison of results to limits. Calculation of composite exposure. Combination of multiple samples and times for multi-sample TWA. May be used with General Incidents to link multiple sub-incidents together, but does not require the Incidents, General Module. May also be used with Equipment, Personal Protection Equipment, and/or Job Profiles, but does not require any of these Modules. Requires Agent Parameters Module.	\$3,000
Job Profiles; Job	Physical requirements (ADA) Training, personal protective equipment, agent exposures, medical tests, etc. for facility, area, building, department and/or job. May require the Training, Personal Protection Equipment, and/or Agent Parameters Module for	\$3,000

Restrictions/Requirements , HEGs	some specific uses, however these modules are not required for general use of the job profiles module.	
Ozone Depleting Substances/CFCs	Track equipment using CFCs and the amount, plus maintenance history, inc. person and amount of CFC removed and/or added.	\$3,000
PCB Inventory & Containers	Location of equipment containing PCBs. Transportation, storage and disposal information, by container ID, of materials.	\$3,000
Agent Parameters	A "mini-MSDS" used by several other modules. Once in a system, it is shared by all other referencing modules; it is not licensed again for each. Required by MSDS and several Industrial Hygiene and Environment Modules such as MSDS, MSDS Generation, Hazardous Chemical Inventory, Spills & Releases	\$2,500
Audiograms	Hearing baseline and periodic tests. Age correction database. Semi-automatic new baseline calculation. STS calculation, with and w/o age correction.	\$2,500
ECG	Electrocardiogram data, interpretative codes and strip image.	\$2,500
Emergency Response Team (ERT)	Details on an emergency response; teams and members, dates and times, evacuations, injuries, spills and releases, follow-up. Displays summary data from other forms if available. Requires General Incidents module.	\$2,500
Emission Source Tests	Emission limits and test results from multiple air and water sources. May be used with Agent Parameters (Agent Parameters is required for chemical limits) and/or with Permit History but does not require either of these Modules.	\$2,500
Hazardous Materials Abatement	Information on the location and quantity of hazardous materials (e.g., asbestos, lead paint, etc.) and then information (quantity, permit, personnel, manifest no., dates, etc.) on abatement projects to remove the materials. Replaces "Asbestos Module" by expanding to all "hazmats" in general.	\$2,500
Indoor Air Quality	Information on monitored CO, CO2, humidity and temperatures measured during a study. Records min., max. and average levels during both overall test and actual exposure hours.	\$2,500
Injury & Illness	Injury and illness information; employee, cause code, body part code, cost, treatment, disposition. Primary uses are OSHA 101 & 200 & 300, first report of injury, and risk management-style reports. Required by Workers Comp. module. May be used with General Incidents to link multiple sub-incidents together, but does not require the Incidents, General Module.	\$2,500
Permit History	Log all permits associated with each facility; air, water, waste, etc. Dates, agency, cognizant persons, etc. Image fields may store actual permit pages in system for viewing and printing.	\$2,500
Radiation Exposures	Results from measuring employee radiation doses, such as from TLDs.	\$2,500
Radiation Scans	Results from whole and partial body scans to determine activity of radioactive materials in employee/patient.	\$2,500
Scheduling (clinic & other)	Overall clinic and "resources" schedule databases. Schedules patient/employee for visit on specific day and time for resource. Graph allows viewing 24 hour schedule for multiple "resources" on one screen and choosing times to automatically schedule.	\$2,500
Spirometry	Employee/patient test results from testing respiratory function.	\$2,500
Training, Courses & Requirements	Databases of course types, presentations, student rosters and grades. Training requirements by facility, area, building, department and job to determine eligibility.	\$2,500
Treatment Plans	Set up (define) medical treatment plans (dates & activities) and then apply to individuals, tracking what is due, dates performed, etc. May be used with Injury & Illness to link a Treatment Plan to an Injury & Illness case (and also, if the following modules are present, to an Absence, Clinic Visit, Progress Note and/or Workers' Compensation claim related to that Injury & Illness case), but does not require the Injury & Illness Module.	\$2,500
Waste Receiving	For sites which receive waste from off site. May be used as input to Waste Storage or to track waste directly to Waste Disposal or Waste Treatment/Recovery. Requires Waste Characterization Module.	\$2,500
Waste Shipping	Preparing of manifests and then receipt of information back from TSDF re amounts, handling codes and other information needed for completion of GM, IC and other standard reports. Will use Waste Storage information if available. Requires Waste Characterization Module.	\$2,500
Waste Storage	For sites which store waste rather than immediately disposing, treating or shipping waste off site. Tracks container location, date, contents. Allows for combining multiple containers into a single container. May be used with Waste Disposal, Waste Receiving, Waste Shipping, Waste Treatment/Recovery. Requires Waste Characterization Module.	\$2,500
Breathalyzer/Blood Alcohol	Measurement of blood alcohol by "breathalyzer." Employees test results.	\$2,000
CDL/DOT	Drivers' information, including DOT CDL. Driver's record, medical dates, other information. Works with Substance Abuse/Drug Screening module which is called CONTROLLED SUBSTANCES.	\$2,000
Controlled Substances	Employee drug tests & results, including for DOT. Includes provision for random selection.	\$2,000
Disability Guidelines	Disability norms, best practices, costs and other information on injuries and illnesses. Can interact with Absences for calculating return-to-work dates. May be used with the Work Loss Data Institute's ODG database for data and updates. Requires an annual subscription fee to keep updated from the published data - This is not part of yearly DataPipe maintenance.	\$2,000
Employee Assistance Plans (EAP)	Details of employee (or family member) referral for assistance, counseling, etc. Includes information on diagnosis, referrals, dates, notes.	\$2,000
Heat Stress	Measurements of employee NWB, DBT, GT and/or deep body temperature, calculation of WBGT and permissible heat exposure TLV as defined by ACGIH.	\$2,000
Hematology	Blood test results. Automatic comparison to laboratory "normal low and high" values, by lab, test, date range. Define "standard" test suites to use.	\$2,000
Motor Vehicle Accidents	Accident scene, vehicle driver(s) and involved persons information. A sub-incident. May be used with General Incidents to link multiple sub-incidents together, but does not require the General Incidents Module.	\$2,000
Noise Exposure	Employee or area noise exposure tests. Multiple exchange rates, thresholds, etc. Designed for multiple measurements from modern noise dosimeters.	\$2,000
Noise Measurement	Tracks personnel exposure to noise (both level and time) typically measured with a "dosimeter." Used for short-term measurements of sound levels at a location, with provisions for both overall and 1/1- or 1/3-octave band levels. Often used with a measurement grid system set up in a manufacturing space. May be used with General Incidents to link multiple sub-incidents together, but does not require the Incidents, General Module. May also be used with Equipment and/or Job Profiles, but does not require either of these Modules.	\$2,000
Order Request	Request/order a chemical or product initiating an EH&S review process. May be used in combination with MSDS or Chemical Inventory. Requires the List of Lists Module.	\$2,000
Process Systems	Define steps, efficiencies, etc in waste treatment for use in tracking waste disposal.	\$2,000
Recommendations	Identify weakness and address change. Often used with Questionnaires Module to react to responses from surveys, audits, and/or questionnaires. Tracks description, status, costs, work order, responsible persons, location, due dates of recommendations. May be linked to General Incidents and/or Injury & Illness to track a series of cause and effects under one umbrella.	\$2,000
Respirator Fit	Record qualitative and quantitative fit test data and factors affecting fit.	\$2,000
Responsible Care (tm)	Based on Chemical Manufacturers Association system for tracking meeting of objectives for Codes of Management Practice. Maintains history, by facility, code and practice.	\$2,000
Spill Calculator	From volume spilled, calculates reportable quantities for the agent and automatically compares to standards. Database of volume-weight conversion for container types.	\$2,000
Sputum Cytology	Saliva test results. Automatic comparison to laboratory "normal low and high" values, by lab, test, date range. Define "standard" test suites to use.	\$2,000
Tickler/To-do	Special report that links together all inspections, permits, etc. by "cognizant person." Depends on modules included and scope of analysis.	\$2,000
Urinalysis	Urinalysis results. Automatic comparison to laboratory "normal low and high" values, by lab, test, date range. Define "standard" test suites to use.	\$2,000

Vision Screening	Vision acuity at close, intermediate and far distances. Color. Peripheral vision. Day and night. Comparison of results to job standards.	\$2,000
Waste Minimization	Records waste minimization activities (recycling/reduced production) and identification methods. May be used with Waste Process Systems. Requires Waste Characterization Module.	\$2,000
Absences	Log when and why employees are absent from work including expected and actual return dates. May be used with Injury & Illness to link an Absence to an Injury & Illness case (and also to a Clinic Visit, Progress Note, Treatment Plan and/or Workers' Compensation claim related to that Injury & Illness case, if these Modules are present), but does not require the Injury & Illness Module.	\$1,500
Agent Use	History of where and when agents are used. Often combined with Work History to identify potential employee exposures.	\$1,500
Confined Spaces	Track locations of confined spaces, requirements for entering same. Issue permits for personnel to enter spaces. May be used with General Incidents to link multiple sub-incidents together, but does not require the General Incidents Module. May be used with Industrial Hygiene Air Samples, but does not require the Industrial Hygiene Air Samples Module.	\$1,500
Controls (inc. ventilation)	Log IH and safety control measures and costs instituted, by facility, area, building, department, job. This module requires the Equipment module.	\$1,500
Employee/Patient Summary (medical & other)	Single form collects and presents all medical tests, clinic visits, progress notes, training, injuries, PPE, IH samples, etc. for an individual. Printed (and other forms of output) reports may be prepared to summarize this information. Information collected depends on modules in system.	\$1,500
Equipment	Record detailed information about equipment like location, costs, related activities (inspections, repairs, incidents, etc.) history, documents, and notes. Equipment can be any piece of hardware such as machinery, production lines, control devices, instruments, etc.). The presence of this module allows referencing equipment from other modules like Incidents, General .	\$1,500
Fires	Fire location, description, spread, damage, and other incident information. Based on NFPA 902 Basic Fire Incident. A sub-incident that may be linked to a General Incident. May be used with General Incidents to link multiple sub-incidents together. Requires General Incidents module.	\$1,500
Immunizations & Inoculations	Date given, results, follow-up date if appropriate. By employee/patient and type of Imm. & Inoc.	\$1,500
Incidents, General (Events)	A general purpose module for logging "events"; what, where and when, cost, employees, other personnel, etc. Includes near misses. May also tie together multiple "sub-incidents." Some sub-incidents require this module; see each for details.	\$1,500
Lab Packs	Allows for tracking of multiple wastes in a single container (lab pack). May be used with Waste Disposal, Waste Receiving, Waste Shipping and/or Waste Treatment/Recovery. Requires Waste Storage.	\$1,500
LASERS	Location and characteristics of lasers, responsible individuals.	\$1,500
Lock-out/Tag-out	Identify equipment requiring LOTO procedures, persons qualified to work on same, and administer LOTO procedures on equipment undergoing maintenance. Requires Equipment Module.	\$1,500
Medical Problems & Restrictions	Employee-specific list of medical problems & restrictions (from user-defined codes) with start and optional end dates. May also be used for matching job/work, training, PPE and other requirements and restrictions.	\$1,500
Medication	Medication history of patients/employees; what, when, amount, by whom.	\$1,500
Motor Vehicle Fleet	Details of fleet vehicles, inc. use records. May automatically feed MVA information.	\$1,500
Necrology	Also called Death Registry. Information on where, when and why a person died. Links to available diagnostic codes table, General Incidents and Injury & Illness modules.	\$1,500
Non-ionizing Radiation	Logs exposures to general non-ionizing radiation, by employee, location, date, quantity, etc.	\$1,500
Periodic Activities	Record and/or schedule periodic events. Prepare "to-do" lists by subject or person. Automatically update schedule. Events are anything scheduled; inspections, meetings, training classes, sampling, etc.	\$1,500
Personal Protection Equipment	PPE. Types of equipment. Items issued to employees and when. Fit test dates.	\$1,500
Progress Notes (Medical)	General purpose notes on patient/employees. Log contacts, questions, research, etc. by person. Need not relate to clinic visit or injury and illness. May be used with Injury & Illness to link a Note to an Injury & Illness case (and also, if the following modules are present, to an Absence, Clinic Visit, Treatment Plan, and/or Workers' Compensation claim related to that Injury & Illness case), but does not require any of these Modules.	\$1,500
Protocols	Descriptions of procedures for specific clinic services and/or scheduled medical resources. Typical applications are to print protocols along with list of employee/patient's appointment items and times, and for referral during clinic visits. Links to Resources (in optional Scheduling module) & Clinic Services (in optional Clinical Visits module).	\$1,500
Radiation Sources	Source ID, initial activity, type, location history, cognizant persons. Automatically calculates current activity from half-life.	\$1,500
Referrals (Medical)	Patient/employee referrals, results, follow-up, costs.	\$1,500
Storage Tanks	Storage tank (above and underground) location, contents and construction. Tank inspection / Tank Test History (Details of individual tank inspections and tests). Required by Tank Activity	\$1,500
Tank Activity	Use this module to define, track and schedule activities associated with storage tanks including inspections, tests, events or any other type of activity the user wishes to define. Requires Storage Tanks module.	\$1,500
Waste Disposal	On-site disposal tracking and associated information for report generation. May be used with Waste Process Systems, Waste Storage, Waste Receiving. Requires Waste Characterization Module.	\$1,500
Waste Treatment/Recovery	On-site waste treatment/recovery tracking and associated information for report generation. Requires Waste Characterization Module and Process Systems Module.	\$1,500
Workers' Compensation (providers, costs)	Individual items, costs and providers associated with I&I cases. Automatically updates total costs in Injury & Illness Module. Requires Injury & Illness Module.	\$1,500
X-ray	Employee X-rayed, date, time, type, description of results, name of person interpreting/B-reader	\$1,500
Agent Release	Identifies location, date, time, etc. of spill or releases plus agents, amounts and other information. May be used with General Incidents to link multiple sub-incidents together. Requires the General Incidents Module and Agent Parameters Module.	\$1,000
Incident Loss	Quantity, description and value of damaged or destroyed materials or property associated with an event. A sub-incident. Also called Loss Property and Material. May be used with General Incidents to link multiple sub-incidents together. Requires the Incidents, General Module.	\$1,000
List of Lists	A basic list of chemical CAS numbers and associated regulatory limits or categorization. USER CONFIGURABLE! Used by many forms for Form R calculations.	\$1,000
Stress, Explosives	Logs incident of handling or working with explosives, or in vicinity of explosives, that was did not follow procedures. Not an explosion. A sub-incident. May be used with General Incidents to link multiple sub-incidents together. Requires the Incidents, General Module.	\$1,000
TSCA	Log TSCA incidents and allegations. May be used with General Incidents to link multiple sub-incidents together, but does not require the General Incidents Module.	\$1,000
Vehicle Use	Distance traveled (miles & other units) and number of vehicles, by Facility, Area, Department and/or Job over a time interval. Often used with Motor Vehicle Accident module data for accident statistics and risk management.	\$1,000
Work History	Where and when employees worked. Often combined with Agent Use to identify potential employee exposures.	\$1,000
Work Hours	Number of man-hours worked and number of employees working, by Facility, Area, Department and/or Job over a time interval. Often used with Injury & Illness module data for accident statistics and risk management.	\$1,000
Spell Checker	This is an optional feature found on just about every DataPipe form that will spell check an individual text field or an entire form using an MS Word-like spell-check user interface. Dictionaries can be customized to include additional words.	\$500

3a. Product and Service List with final Pricing Given GSA Discount & IFF Fee

Below is a pricing guide for the DataPipe modules in TABLE 1. These prices are based on the standard module price listed in TABLE 1, less the 5% GSA discount, plus the addition of the IFF Fee.

TABLE 2

Module Name	Regular Price	GSA 5% Discount	Final Price for GSA	IFF FEE	Final Price with IFF FEE
Absences	\$1,500	\$75.00	\$1,425.00	\$10.77	\$1,435.77
Agent Parameters	\$2,500	\$125.00	\$2,375.00	\$17.95	\$2,392.95
Agent Release	\$1,000	\$50.00	\$950.00	\$7.18	\$957.18
Agent Use	\$1,500	\$75.00	\$1,425.00	\$10.77	\$1,435.77
<i>Air Pollution</i>	\$0	\$0.00	\$0.00	\$0.00	\$0.00
Area (in Core)	\$0	\$0.00	\$0.00	\$0.00	\$0.00
Asbestos	\$0	\$0.00	\$0.00	\$0.00	\$0.00
Audiograms	\$2,500	\$125.00	\$2,375.00	\$17.95	\$2,392.95
<i>Bloodborne Pathogens</i>	\$0	\$0.00	\$0.00	\$0.00	\$0.00
Breathalyzer/Blood Alcohol	\$2,000	\$100.00	\$1,900.00	\$14.36	\$1,914.36
Buildings (in Core)	\$0	\$0.00	\$0.00	\$0.00	\$0.00
CDL/DOT	\$2,000	\$100.00	\$1,900.00	\$14.36	\$1,914.36
Chemical Inventory	\$3,000	\$150.00	\$2,850.00	\$21.54	\$2,871.54
Clinic Visits (Services & costs)	\$3,500	\$175.00	\$3,325.00	\$25.13	\$3,350.13
Confined Spaces	\$1,500	\$75.00	\$1,425.00	\$10.77	\$1,435.77
Container Mass Balance	\$5,000	\$250.00	\$4,750.00	\$35.89	\$4,785.89
Controlled Substances	\$2,000	\$100.00	\$1,900.00	\$14.36	\$1,914.36
Controls (inc. ventilation)	\$1,500	\$75.00	\$1,425.00	\$10.77	\$1,435.77
Core Module (REQUIRED)	\$5,000	\$250.00	\$4,750.00	\$35.89	\$4,785.89
Departments (in Core)	\$0	\$0.00	\$0.00	\$0.00	\$0.00
Disability Guidelines	\$2,000	\$100.00	\$1,900.00	\$14.36	\$1,914.36
ECG	\$2,500	\$125.00	\$2,375.00	\$17.95	\$2,392.95
Emergency Response Team (ERT)	\$2,500	\$125.00	\$2,375.00	\$17.95	\$2,392.95
Emission Source Tests	\$2,500	\$125.00	\$2,375.00	\$17.95	\$2,392.95
Employee Assistance Plans (EAP)	\$2,000	\$100.00	\$1,900.00	\$14.36	\$1,914.36
Employee/Patient Summary (medical & other)	\$1,500	\$75.00	\$1,425.00	\$10.77	\$1,435.77
Equipment	\$1,500	\$75.00	\$1,425.00	\$10.77	\$1,435.77
Exam Management	\$3,500	\$175.00	\$3,325.00	\$25.13	\$3,350.13
Facility (in Core)	\$0	\$0.00	\$0.00	\$0.00	\$0.00
Fires	\$1,500	\$75.00	\$1,425.00	\$10.77	\$1,435.77
Form R	\$3,500	\$175.00	\$3,325.00	\$25.13	\$3,350.13
Hand Activity (ergonomics)	\$1,000	\$50.00	\$950.00	\$7.18	\$957.18
Hazardous Materials Abatement	\$2,500	\$125.00	\$2,375.00	\$17.95	\$2,392.95
Heat Stress	\$2,000	\$100.00	\$1,900.00	\$14.36	\$1,914.36
Hematology	\$2,000	\$100.00	\$1,900.00	\$14.36	\$1,914.36
Immunizations & Inoculations	\$1,500	\$75.00	\$1,425.00	\$10.77	\$1,435.77
Incident Loss	\$1,000	\$50.00	\$950.00	\$7.18	\$957.18

Incidents, General (Events)	\$1,500	\$75.00	\$1,425.00	\$10.77	\$1,435.77
Indoor Air Quality	\$2,500	\$125.00	\$2,375.00	\$17.95	\$2,392.95
Industrial Hygiene Air Samples	\$3,000	\$150.00	\$2,850.00	\$21.54	\$2,871.54
Injury & Illness	\$2,500	\$125.00	\$2,375.00	\$17.95	\$2,392.95
Instrumentation (in Core)	\$0	\$0.00	\$0.00	\$0.00	\$0.00
Job Profiles; Job Restrictions/Requirements, HEGs	\$3,000	\$150.00	\$2,850.00	\$21.54	\$2,871.54
Jobs (in Core)	\$0	\$0.00	\$0.00	\$0.00	\$0.00
Lab Packs	\$1,500	\$75.00	\$1,425.00	\$10.77	\$1,435.77
LASERS	\$1,500	\$75.00	\$1,425.00	\$10.77	\$1,435.77
Lifting (ergonomics)	\$1,000	\$50.00	\$950.00	\$7.18	\$957.18
List of Lists	\$1,000	\$50.00	\$950.00	\$7.18	\$957.18
Lock-out/Tag-out	\$1,500	\$75.00	\$1,425.00	\$10.77	\$1,435.77
Medical Problems & Restrictions	\$1,500	\$75.00	\$1,425.00	\$10.77	\$1,435.77
Medication	\$1,500	\$75.00	\$1,425.00	\$10.77	\$1,435.77
Motor Vehicle Accidents	\$2,000	\$100.00	\$1,900.00	\$14.36	\$1,914.36
Motor Vehicle Fleet	\$1,500	\$75.00	\$1,425.00	\$10.77	\$1,435.77
MSDS (ANSI Z400.1)	\$5,000	\$250.00	\$4,750.00	\$35.89	\$4,785.89
MSDS Generation	\$5,000	\$250.00	\$4,750.00	\$35.89	\$4,785.89
Musculoskeletal/FCE/Ergonomics	\$3,500	\$175.00	\$3,325.00	\$25.13	\$3,350.13
Necrology	\$1,500	\$75.00	\$1,425.00	\$10.77	\$1,435.77
Noise Exposure	\$2,000	\$100.00	\$1,900.00	\$14.36	\$1,914.36
Noise Measurement	\$2,000	\$100.00	\$1,900.00	\$14.36	\$1,914.36
Non-ionizing Radiation	\$1,500	\$75.00	\$1,425.00	\$10.77	\$1,435.77
NPDES	\$3,500	\$175.00	\$3,325.00	\$25.13	\$3,350.13
Order Request	\$2,000	\$100.00	\$1,900.00	\$14.36	\$1,914.36
Ozone Depleting Substances/CFCs	\$3,000	\$150.00	\$2,850.00	\$21.54	\$2,871.54
PCB Inventory & Containers	\$3,000	\$150.00	\$2,850.00	\$21.54	\$2,871.54
Periodic Activities	\$1,500	\$75.00	\$1,425.00	\$10.77	\$1,435.77
Permit History	\$2,500	\$125.00	\$2,375.00	\$17.95	\$2,392.95
Personal Protection Equipment	\$1,500	\$75.00	\$1,425.00	\$10.77	\$1,435.77
Personnel (in Core)	\$0	\$0.00	\$0.00	\$0.00	\$0.00
<i>Physical Examination (depends on questionnaire)</i>	\$0	\$0.00	\$0.00	\$0.00	\$0.00
<i>Physical History (depends on questionnaire)</i>	\$0	\$0.00	\$0.00	\$0.00	\$0.00
Process Models	\$4,000	\$200.00	\$3,800.00	\$28.72	\$3,828.72
Process Systems	\$2,000	\$100.00	\$1,900.00	\$14.36	\$1,914.36
Progress Notes (Medical)	\$1,500	\$75.00	\$1,425.00	\$10.77	\$1,435.77
Project Management	\$3,500	\$175.00	\$3,325.00	\$25.13	\$3,350.13
Protocols	\$1,500	\$75.00	\$1,425.00	\$10.77	\$1,435.77
Questionnaires	\$3,500	\$175.00	\$3,325.00	\$25.13	\$3,350.13
Radiation Exposures	\$2,500	\$125.00	\$2,375.00	\$17.95	\$2,392.95
Radiation Scans	\$2,500	\$125.00	\$2,375.00	\$17.95	\$2,392.95
Radiation Sources	\$1,500	\$75.00	\$1,425.00	\$10.77	\$1,435.77

Recommendations Corrective Actions	\$2,000	\$100.00	\$1,900.00	\$14.36	\$1,914.36
Referrals (Medical)	\$1,500	\$75.00	\$1,425.00	\$10.77	\$1,435.77
Respirator Fit	\$2,000	\$100.00	\$1,900.00	\$14.36	\$1,914.36
Responsible Care (tm)	\$2,000	\$100.00	\$1,900.00	\$14.36	\$1,914.36
Review & Certification	\$3,500	\$175.00	\$3,325.00	\$25.13	\$3,350.13
Scheduling (clinic & other)	\$2,500	\$125.00	\$2,375.00	\$17.95	\$2,392.95
SOAP Notes	\$0	\$0.00	\$0.00	\$0.00	\$0.00
Spell Checker	\$500	\$25.00	\$475.00	\$3.59	\$478.59
Spill Calculator	\$2,000	\$100.00	\$1,900.00	\$14.36	\$1,914.36
Spirometry	\$2,500	\$125.00	\$2,375.00	\$17.95	\$2,392.95
Sputum Cytology	\$2,000	\$100.00	\$1,900.00	\$14.36	\$1,914.36
Storage Tanks	\$1,500	\$75.00	\$1,425.00	\$10.77	\$1,435.77
Stress, Explosives	\$1,000	\$50.00	\$950.00	\$7.18	\$957.18
Tank Activity	\$1,500	\$75.00	\$1,425.00	\$10.77	\$1,435.77
Tasks (in Core)	\$0	\$0.00	\$0.00	\$0.00	\$0.00
Tickler/To-do	\$2,000	\$100.00	\$1,900.00	\$14.36	\$1,914.36
Training, Courses & Requirements	\$2,500	\$125.00	\$2,375.00	\$17.95	\$2,392.95
Treatment Plans	\$2,500	\$125.00	\$2,375.00	\$17.95	\$2,392.95
TSCA	\$1,000	\$50.00	\$950.00	\$7.18	\$957.18
Urinalysis	\$2,000	\$100.00	\$1,900.00	\$14.36	\$1,914.36
Vehicle Use	\$1,000	\$50.00	\$950.00	\$7.18	\$957.18
Vision Screening	\$2,000	\$100.00	\$1,900.00	\$14.36	\$1,914.36
Vital Signs	\$0	\$0.00	\$0.00	\$0.00	\$0.00
Waste Characterization	\$3,500	\$175.00	\$3,325.00	\$25.13	\$3,350.13
Waste Disposal	\$1,500	\$75.00	\$1,425.00	\$10.77	\$1,435.77
Waste Minimization	\$2,000	\$100.00	\$1,900.00	\$14.36	\$1,914.36
Waste Receiving	\$2,500	\$125.00	\$2,375.00	\$17.95	\$2,392.95
Waste Shipping	\$2,500	\$125.00	\$2,375.00	\$17.95	\$2,392.95
Waste Storage	\$2,500	\$125.00	\$2,375.00	\$17.95	\$2,392.95
Waste Treatment/Recovery	\$1,500	\$75.00	\$1,425.00	\$10.77	\$1,435.77
Water Quality	\$3,500	\$175.00	\$3,325.00	\$25.13	\$3,350.13
Work Flow	\$3,500	\$175.00	\$3,325.00	\$25.13	\$3,350.13
Work History	\$1,000	\$50.00	\$950.00	\$7.18	\$957.18
Work Hours	\$1,000	\$50.00	\$950.00	\$7.18	\$957.18
Work Requirements & Restrictions	\$0	\$0.00	\$0.00	\$0.00	\$0.00
Workers' Compensation (providers, costs)	\$1,500	\$75.00	\$1,425.00	\$10.77	\$1,435.77
X-ray	\$1,500	\$75.00	\$1,425.00	\$10.77	\$1,435.77

DataPipe is priced out based on the sum of the module unit costs that you choose above to get a single user license times a multiplier based on the number of concurrent users you wish to allow access to the system. See **table 3** for a list of multipliers.

TABLE 3

CONCURRENT USERS	MULTIPLIER		
1	1.000	30	3.875
5	1.500	35	4.250
10	2.000	40	4.625
15	2.500	45	5.000
20	3.000	50	5.375
25	3.500	100	7.875

Definition of a Concurrent User: We define concurrent users as the number of users actually logged into the system at any one moment in time. Thus, you may have 500 people who can use DataPipe, however if at any one moment in time, if only 20 people are ever logged in, then you would get a 20 concurrent user system.

GSA BENEFITS:

- 1 FULL YEAR OF MAINTENANCE AND SUPPORT FREE OF CHARGE
- 5% discount off of total license fee
- 60 day warranty
- .5% 10 days; net 30
- Maintenance Fee: After the first year of maintenance the yearly fee maintenance is 15% of the customers current license fee

About DataPipe EHS Information management software (EH&S data management software solution):

Integrate your EHS data with DataPipe. Knorr Associates has over 30 years experience providing an easy-to-use, modular EHS software solution for collecting and managing environment and waste management, occupational health and medical data, industrial hygiene and safety information. DataPipe™ is a comprehensive, modular EHS software suite incorporating best-of-breed functionality, integration and customization at every level in an easy-to-use solution. DataPipe is accessible from the Web or Windows, offers point-and-click reporting, data exchange with external systems and software, automated email notification, triggered events, extensive customizing capabilities, risk management software, environmental compliance, incident management, compliance reporting and much more.

Knorr Associates Inc. (KAI) is the leading US and Global provider of Environmental, Health & Safety (EHS) and Crisis Management software. The company, headquartered in Butler, New Jersey was founded in 1979 as the first EHS Software developer on the scene, integrating EHS instruments long before PCs were on the market. It wasn't until 1989 when the very first windows based EHS software application - DataPipe - was released (and it really was one of the first windows based software applications - period). Since then KAI has grown to be the premier EHS software provider with a global client base representing companies of all sizes from many major industry sectors.

4. DataPipe Program License Agreement

Date:
Contract No.:

Between

Licensor Name: **Knorr Associates Inc.**
Address: **10 Park Place, P.O. BOX 400, Butler, NJ. 07405**
Principal Contact: **Norman R. Dotti**

And

Customer Name:
Address:
Principal Contact:

This Agreement consists of (1) the accompanying Terms and Conditions and (2) one (1) or more Program Descriptions (Exhibit A) adopted from time to time with reference to this Agreement.

A separate Program Description will apply to each Program licensed from Knorr Associates under this Agreement. The Program Description will identify the Program and indicate the Designated Location, License Fees, Term of License, and Implementation Schedule for that Program. Each Program Description will refer to this Agreement by Contract Number and will become effective as an integral part of this Agreement upon its execution by both you and Knorr Associates.

Knorr Associates also offers, by separate agreements, annual maintenance services ("DataPipe™ Software Maintenance Agreement").

BY SIGNING BELOW, IT IS AGREED THAT THIS AGREEMENT, INCLUDING THE ACCOMPANYING TERMS AND CONDITIONS, AND THE PROGRAM DESCRIPTIONS ADOPTED HEREUNDER, IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF. THIS AGREEMENT SHALL BECOME EFFECTIVE WHEN IT AND AN INITIAL PROGRAM DESCRIPTION ARE ACCEPTED AND EXECUTED BY YOU AS THE CUSTOMER AND APPROVED AND EXECUTED BY KNORR ASSOCIATES.

Approved: **Knorr Associates Inc.**
(Licensor)

By:

Accepted:
(Customer)

By:

**(Authorized Representative)
Representative)**

Date:

(Authorized

Date:

TERMS AND CONDITIONS

1. General. "You" means the single end-user customer organization signing this Agreement. Your license shall extend to your affiliates, if so provided in the Program Description and to the extent so provided, so long (and only so long) as they remain under your control (in the sense that you own or control, directly or indirectly, stock or other interest in the affiliate representing more than fifty percent (50%) of the aggregate stock or other interest entitled to vote on decisions reserved to a vote by owners of such stock or other interest).

2. License. Knorr Associates grants you a nonexclusive license to

- a. Install the Program(s) on one (1) computer system that you own or lease at the Designated Location(s);
- b. Use and execute the Program(s) for purposes of serving your internal needs; and
- c. In support of your authorized use of the Program(s), physically transfer the Program(s) from one computer to another; store the Program(s)' machine-readable instructions or data on a temporary basis in main memory, extended memory, or expanded memory of such computer system as necessary for such use; and transmit such instructions or data through computers and associated devices at the Designated Location(s).

Unless otherwise provided in the Program Description, you may not use the Program(s) to process accounts or records or to generate output data for the direct benefit of, or for purposes of rendering services to, any other business entities or organizations.

3. Object Code. Unless otherwise provided in the Program Description, the Program(s) are provided in and may be used in machine-readable object code form only.

4. Single Copy. Unless otherwise provided in the Program Description, you may install, use, and execute only one (1) copy of each Program on only one (1) computer at a time. If use on more than one (1) computer is authorized by a Program Description, you are authorized to make copies of the pertinent Program for up to the number of computers specified.

5. Back-up Copies. You may make two (2) copies of each Program in machine-readable, object code form, for nonproductive backup purposes only, provided that you reproduce and include Knorr Associates' copyright notice and proprietary legend on each backup copy. Each backup copy must be stored in a safe and secure location. All copies of all Programs must be accounted for upon Knorr Associates' request.

6. End-User Materials. End-User Materials that accompany the Program(s) are provided solely to support your authorized use of the Program(s). You may not use, copy, modify, or distribute the End-User Materials, or any copy, adaptation, transcription, or merged portion thereof, except for internal use, provided any copyright and/or confidentiality notices are kept intact.

7. Term of License. The Term of your license for each Program is indicated in the applicable Program Description. Upon expiration of the Term, each license is renewable for successive renewal terms of the same length, at your option and upon payment of Knorr Associates' then-current license fee.

8. Delivery and Installation. Knorr Associates will use its best efforts to deliver and install each Program in accordance with the Implementation Schedule included in the applicable Program Description. Knorr Associates will not be responsible for delays caused by events or circumstances beyond its reasonable control. You are responsible for obtaining computers and operating systems compatible with the Program(s), as shown in the technical specifications for each Program. Installation shall be complete when a copy of the Program has been installed on your computer system at the Designated Location and a) the execution of the Program on such computer system has in Knorr Associates' judgment been sufficiently demonstrated and b) any Acceptance Test defined in the Program Description(s) has been performed. Completion of installation shall constitute your acceptance of the license for the Program, but shall not affect any warranties still in effect under Paragraph 17.

9. License Fees. You agree to pay fifty percent (50%) of the License Fees for your license of a Program upon execution of the applicable Program Description; twenty-five percent (25%) upon installation of the Program; and the balance within thirty (30) days after completion of installation and training. If additional License Fees are specified for a Program (e.g., annual license fees or incremental license fees for multi-copy or LAN licenses), they shall be paid as provided in the applicable Program Description.

10. Other Charges. License fees do not include travel and living expenses for implementation meetings, installation and training, file conversion costs, optional products and services, consulting services requested by End-User, shipping charges, or the costs of any recommended hardware. You agree to pay such fees and costs, when and as the services are rendered and the expenses incurred, as invoiced by Knorr Associates. Knorr Associates reserves the right to require prepayment or advance deposit for services or expenses in some instances. You are also responsible for sales or use taxes and state or local property or excise taxes associated with your licensing, possession, or use of the Program(s).

11. Late Charges. If any fee or cost is not paid within thirty (30) days after it is due, Knorr Associates may, at its option, charge interest at a rate of one and one-half percent (1-1/2%) per month (eighteen percent (18%) annually) or, if less, the highest rate allowed by applicable law) from the date such fee or charge first became due.

12. Maintenance and Consulting. Upon expiration of the warranty period indicated in Paragraph 17, Knorr Associates' responsibility to maintain the

Program shall end unless you enter into or continue a Software Maintenance Agreement, offered by Knorr Associates for the balance of the first year at no additional charge. In the event that you request consulting services that are beyond the scope of this Agreement and the Software Maintenance Agreement, Knorr Associates may provide such services or recommend appropriate outside consultants. In all cases, you will be responsible for paying such fees, plus any necessary travel and living expenses.

13. Customer Responsibilities. You are responsible for the following actions:

- a. Determining whether the Program(s) will achieve the results you desire;
- b. Procuring, installing, and operating computers and operating systems to run the Program(s);
- c. Providing a proper environment and proper utilities for the computers on which the Program(s) operate, including an uninterrupted power supply;
- d. Selecting and training your personnel so they can operate computers and so they are familiar with the accounts and records that serve as input and output for the Program(s); and
- e. Establishing adequate operational back-up provisions in the event of a defect or malfunction that renders the Program(s) or the computer systems on which they run non-operational.

Knorr Associates reserves the right to charge additional service fees if an operator seeks assistance with respect to such basic information or any other matters not directly relating to the operation of the Program(s), provided Knorr Associates notifies you prior to providing such assistance that an additional service fee may be charged if the assistance is provided. Knorr Associates does not hold itself out as a professional expert and adviser regarding your computer or information needs. Knorr Associates is not responsible for obsolescence of the Program(s) that may result from changes in your requirements.

14. Proprietary Protection. Knorr Associates shall have sole and exclusive ownership of all right, title, and interest in and to the Program(s) and User Materials, all copies thereof, and all modifications and enhancements thereto (including ownership of all copyrights and other intellectual property rights pertaining thereto), subject only to the right and license expressly granted to you herein. This Agreement does not provide you with title or ownership of the Program(s), but only a right of limited use.

15. Limitations on Use, Etc. You may not use, copy, modify, or distribute the Program(s) (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by Knorr Associates, an applicable Program Description, or a separate written agreement signed by Knorr Associates. You may not reverse assemble, reverse compile, or otherwise translate the Program(s). Your license may not be transferred, leased, assigned, or sub-licensed without Knorr Associates' prior written consent, except for a transfer of the Program(s) in their entirety to a successor in interest of your entire business who assumes the obligations of this Agreement. You may not install the Program(s) anywhere but the Designated Location(s) without Knorr Associates' prior written consent (which will not be unreasonably withheld), provided that you may transfer the

Program(s) to another location temporarily in the event of an interruption of computer operations at the Designated Location(s). You authorize Knorr Associates to enter your premises in order to inspect the Program(s) during regular business hours to verify compliance with the terms of this Agreement.

16. Data. You acknowledge that data conversion is subject to the likelihood of human and machine errors, omissions, delays, and losses, including inadvertent loss of data or damage to media, that may give rise to loss or damage. Knorr Associates shall not be liable for any such errors, omissions, delays, or losses, unless caused by gross negligence or willful misconduct. You are responsible for adopting reasonable measures to limit the impact of such problems, including backing up data, and adopting procedures to ensure the accuracy of input data; examining and confirming results prior to use; and adopting procedures to identify and correct errors and omissions, replace lost or damaged media, and reconstruct data. You are also responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any data.

17. Warranty. Knorr Associates warrants for a period of thirty (30) days after installation of each Program, for your benefit alone, that such Program, when operated with the equipment configuration and in the operating environment specified by Knorr Associates, will perform substantially in accordance with the technical specifications included or referred to in the applicable Program Description. Knorr Associates does not warrant that the Program will be error-free in all circumstances. In the event of any defect or error covered by such warranty, you agree to provide Knorr Associates with sufficient detail to allow Knorr Associates to reproduce the defect or error. As your exclusive remedy for any defect or error in the Program(s) covered by such warranty, and as Knorr Associates' entire liability in contract, tort, or otherwise, Knorr Associates will correct such error or defect at Knorr Associates' facility by issuing corrected instructions, a restriction, or a bypass. If Knorr Associates is unable to correct such defect or error after a reasonable opportunity, Knorr Associates will refund the license fees paid for such Program. However, Knorr Associates is not responsible for any defect or error not reported during the warranty period or any defect or error in a Program you have modified, misused, or damaged. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, KNORR ASSOCIATES SHALL HAVE NO LIABILITY FOR THE PROGRAM(S) OR ANY SERVICES PROVIDED, INCLUDING ANY LIABILITY FOR NEGLIGENCE; KNORR ASSOCIATES MAKES AND YOU RECEIVE NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR ANY OTHER COMMUNICATION; AND KNORR ASSOCIATES SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Licensor also warrants that the Software (including, without limitation, and corrections, modifications and enhancements thereto) does not contain any Disabling Devices. Licensor represents and warrants that it has and shall use all reasonable and appropriate commercial efforts to ensure that no Disabling Devices are coded or introduced into Customer's computer system during the installation, Acceptance Testing, or implementation phases where Licensor shall be directly involved. "Disabling Devices" means viruses, time bombs, usage authorization codes, or other codes or programming codes that might, or might be used to, access, modify, delete, damage, deactivate or disable

the Software or Customer's other software, hardware or data. Passwords and other documented security measures designed in to the Software and limits on the maximum number of licensed concurrent users are not "Disabling Devices."

18. Limitation of Liability; Exclusion of Consequential Damages. The cumulative liability of Knorr Associates to you for all claims relating to the Program(s) and any services rendered hereunder, in contract, tort, or otherwise, shall not exceed the total amount of all license fees paid to Knorr Associates for the relevant Program(s) or services within the current year's Maintenance Agreement. This limitation shall not apply to the indemnification provided in Paragraph 19. In no event shall either party be liable to the other for any consequential, indirect, special, or incidental damages, even if such party has been advised of the possibility of such potential loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.

19. Indemnification. If a third party claims that the Program(s) infringe any U.S. patent, copyright, or trade secret, Knorr Associates will (as long as you are not in default under this Agreement or any other agreement with Knorr Associates) defend you against such claim at Knorr Associates' expense and pay all damages that a court finally awards, provided that you promptly notify Knorr Associates in writing of the claim, and allow Knorr Associates to control, and cooperate with Knorr Associates in, the defense or any related settlement negotiations. If such a claim is made or appears possible, Knorr Associates may, at its option, secure for you the right to continue to use the Program(s), modify or replace the Program(s) so they are non-infringing, or, if neither of the foregoing options is available in Knorr Associates' judgment, require you to return the Program(s) for a credit equal to the portion of previously paid license fees allocable to the remaining term of your license or five (5) years from the Initial Delivery Date for licensed software, whichever comes first. However, Knorr Associates has no obligation for any claim based on a modified version of the Program(s) or their combination, operation, or use with any product, data, or apparatus not provided by Knorr Associates. THIS PARAGRAPH STATES KNORR ASSOCIATES' ENTIRE OBLIGATION TO YOU WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

20. Default. Should you fail to pay any fees or charges due hereunder or fail to carry out any other obligation under this Agreement or any other agreement with Knorr Associates, Knorr Associates may, at its option, in addition to other available remedies, terminate this Agreement or disable the Program(s), provided that it first gives you fifteen (15) days' prior notice in order to permit you to cure your default.

21. Termination. Upon termination of this Agreement as a result of your default, or upon expiration of the Term of your license unless renewed (but, in such case, only as to the Program(s) whose licenses have expired), your license will terminate, and you are required to return or destroy, as requested by Knorr Associates, all copies of the Program(s) in your possession (whether modified or unmodified), and all other materials pertaining to the Program(s), including all copies thereof. You agree to certify your compliance with such requirement upon Knorr Associates' request.

22. Notices. All notices or other communications required to be given hereunder shall be in writing and delivered either personally or by U.S. mail, certified, return receipt requested, postage prepaid, and addressed as provided in this Agreement or as otherwise requested by the receiving party. Notices delivered personally shall be effective upon delivery and notices delivered by mail shall be effective upon their receipt by the party to whom they are addressed.

23. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey as it applies to a contract made and performed in such state.

24. Modifications and Waivers. This Agreement may not be modified except by written agreement signed by authorized representatives of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a written agreement signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision on one (1) occasion shall not constitute a waiver of such provision on any other occasions unless expressly so agreed in writing. It is agreed that no use of trade or other regular practice or method of dealing between the parties hereto shall be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.

**PROGRAM DESCRIPTION
(EXHIBIT A)**

Reference Contract No.:

Date:

1. Identification of licensed program and specifications: **See DataPipe™ Program Technical Specifications, as attached.**

2. The following information will appear in the help>about menu in DataPipe

Full Name of Customer (as it will appear in software):

Full Address of Customer (as it will appear in software):

City, State and Zip/Postal Code (as it will appear in software):

Full Address (with building and room number), City, State and Zip of installation location:

3. Specification of computer system on which licensed program will execute: **See DataPipe™ Program Technical Specifications, as attached.**

Knorr Associates is not responsible for, nor does it supply, unless otherwise stated, client computers, the servers, operating systems and server software and database management system software. Customer is responsible for gaining access to, and will supply the staff for administering and maintaining these systems, whether internal or provided at a third-party location, and installing DataPipe updates.

4. Operating Requirements: **See DataPipe™ Program Technical Specifications, as attached.**

5. License fee (*License fee is a one-time charge good for the term of the license. In the event Licensed Modules and/or Licensed Maximum Number of Concurrent Users are increased, Customer will pay the difference between the current and new License Fee plus a small system build fee.*):

6. Licensed Modules (please list):

7. Licensed Maximum Number of Concurrent Users:

8. Please indicate which database you wish to use (either MS SQL Server, Oracle or DB2):

9. Support items: **One year of technical support, printed System Administrator Guide, on-line User and System Administrator Guides.**

10. Necessary accessories: **See Technical Specifications and Software Maintenance Agreement**

11. If enterprise-wide license, service bureau authorization, or network authorization, special authorization and license fee supplement: **None**

12. Scope of License Use: Single Copy LAN/WAN
Multi-Copy

(A LAN/WAN license, if granted, permits you to install on and/or access the Program(s) from multiple computers, but only one common database may be utilized by all Program(s). A Multi-copy license, if granted, permits you to have and use multiple copies of the Program(s), on different computers/LANs/WANs, each with its own database, provided the sum of the maximum number of concurrent users in each Multi-Copy system is equal to the Licensed Maximum Number of Concurrent Users in (7.) above.)

Designated Location(s) if multiple copies (use N/A if this does not apply):

13. If multiple program copies, please list special authorization and license fee supplements (if any): **N/A**

14. Estimated Initial Delivery Date for licensed software: **Within 3 weeks of signed contracts**

15. Implementation Schedule: **Please refer to Agreed Implementation Schedule**

16. Term of License: **99 Years**

17. Special Provisions:

Acceptance Testing of the DataPipe™ software shall consist of the following:

- a) Successfully install the software on a server and a minimum of one workstation;
- b) Successfully perform the initial logon and setting up of the first Supervisor user configuration;
- c) Successfully navigate to menus and forms in the system;
- d) Successfully import a text file into a target DataPipe™ form;
- e) Successfully add, edit and delete records from a form;
- f) Successfully create, run, save and re-run an Ad-hoc Report;
- g) Successfully run a Programmed Report;
- h) Successfully store, view and print an image file or other attachment;
- i) Successfully access and display the on-line help system.

18. 3rd Party Hosting: If You choose to use a 3rd Party Hosting Service (rather than your own in-house network), You are agreeing to comply with and be bound by the terms of use of that 3rd Party dedicated hosting plan agreement. In this case, monthly hosting fees begin to accrue the date of installation and are billed annually at the beginning of the Knorr Associates Inc. service year. The hosting company jointly selected for running DataPipe is:

- Hard disk with 15 Mb or more free space;
- Printer compatible with Windows;
- Floppy disk drive; and
- Optional LAN interface card (required for network use).

Database file size range information can be provided for estimating mass storage requirements. Questions about specific functionality, hardware and system software should be addressed to Knorr Associates.

(C) 2004 Knorr Associates - Butler, NJ
DataPipe™ is a trademark of Knorr Associates Inc.

5. DataPipe Software Maintenance Agreement

Date:
Contract No.:

Between

Licensor Name: **Knorr Associates Inc.**
Address: **10 Park Place, P.O. BOX 400, Butler, NJ. 07405**
Principal Contact: **Norman R. Dotti**

And

Customer Name:
Address:
Principal Contact:

This Agreement consists of (1) the accompanying Terms and Conditions and (2) one (1) or more Program Maintenance Descriptions adopted from time to time with reference to this Agreement.

A separate Program Maintenance Description will apply to each Program that is covered by maintenance under this Agreement. The Program Maintenance Description will identify the Program and indicate the maintenance fees for that Program. Each Program Maintenance Description will refer to this Agreement by Contract Number and will become effective as an integral part of this Agreement upon its execution by both you and Knorr Associates.

BY SIGNING BELOW, IT IS AGREED THAT THIS AGREEMENT, INCLUDING THE ACCOMPANYING TERMS AND CONDITIONS, AND THE PROGRAM MAINTENANCE DESCRIPTIONS ADOPTED HEREUNDER, IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER HEREOF. THIS AGREEMENT SHALL BECOME EFFECTIVE WHEN IT AND AN INITIAL PROGRAM MAINTENANCE AGREEMENT IS ACCEPTED AND EXECUTED BY YOU AS THE CUSTOMER AND APPROVED AND EXECUTED BY KNORR ASSOCIATES.

Approved: **Knorr Associates Inc.**
(Licensor)

Accepted:
(Customer)

By:

By:

**(Authorized Representative)
Representative)**

Date:

(Authorized

Date:

TERMS AND CONDITIONS

1. General.

"You" means the single end-user customer organization signing this Agreement and authorized to use the Program(s).

"Enhancement" means any modification or addition that, when made or added to the Program(s), materially changes its or their utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Knorr Associates may designate Enhancements as minor or major, depending on its assessment of their value and of the function added to the Program(s).

"Error" means any failure of the Program(s) to conform in any material respect to its or their published specifications.

"Error Correction" means either a modification or addition that, when made or added to the Program(s), brings the Program(s) into material conformity with its or their published specifications, or a procedure or routine that, when observed in the regular operation of the Program(s), avoids the practical adverse effect of such nonconformity.

"Releases" means new versions of the Program(s), which may include Error Corrections and/or Enhancements.

2. Term. The maintenance term for each Program shall commence as of the day following the end of the Warranty period for the Program as provided in the Program License Agreement. The maintenance term shall continue for an initial period of one (1) year from its commencement date, less the Warranty period, and shall automatically renew thereafter for subsequent terms of one (1) year each unless and until either party gives the other party at least thirty (30) days' written notice of termination in advance of the termination of the then-current term.

3. Scope of Maintenance. During the maintenance term, Knorr Associates agrees to basic maintenance services in support of the Program(s). Basic maintenance services shall consist of:

a. Error Correction. Knorr Associates shall be responsible for using all reasonable diligence to correct verifiable and reproducible Errors when reported to Knorr Associates in accordance with its standard reporting procedures. The Error Correction, when completed, may be provided in the form of a "temporary fix," consisting of sufficient programming and operating instructions to implement the Error Correction.

"Error" means failure of the Program to conform to the specifications therefor as set forth in the DataPipe Program Technical Specifications

resulting in the inability to use the Program or a considerable restriction in use of the Program. Errors are classed Priority A, B, or C, as follows:

“Priority A Error” means an Error that renders the Program inoperative or cause it to fail catastrophically.

“Priority B Error” means an Error that materially affects the performance of the Program, but does not prohibit Customer’s use of the Program.

“Priority C Error” means an Error that causes only minor impact on the use of the Program.

Priority A Errors:

Shall acknowledge Priority A calls within two (2) business hours from the time the call was placed. In addition, shall promptly initiate the following procedures: (1) assign specialists to reproduce, confirm and correct the Error; (2) provide ongoing communications on the status of the corrections; and (3) immediately commence to provide a Workaround or a Fix. Shall continue such efforts until the Error is fixed.

Priority B Errors:

Shall acknowledge Priority B calls within six (6) to eight (8) business hours from the time call was placed. In addition, shall (1) assign a specialist to commence correction of Error; (2) immediately commence to provide a Workaround or a Fix and (3) provide escalation procedures as reasonably determined by support staff. Shall take reasonable steps to provide such Workaround within five business days after receipt of output or other documentation of the Error. Furthermore, shall exercise industry recognized reasonable efforts to include the Fix for the Error in the next Software maintenance release.

Priority C Errors:

Shall acknowledge Priority C calls within two (2) business days from the time the call was placed. May include the Fix for the Error in the next major Software release.

- b. Telephone Hot-Line.** Knorr Associates shall maintain a telephone hot-line during normal business hours that permits you to report problems and seek assistance in use of the Program(s). Coverage hours for Hot-line support are generally 8:30 am to 5:00 pm (Knorr Associates local time), excluding weekends and Federal holidays. Inbound fax and Internet e-mail communications will normally be available around-the-clock.
- c. New Releases.** Knorr Associates may, from time to time, issue new Releases of the Program(s), containing Error Corrections and/or Enhancements, to customers who have maintenance agreements in effect. Knorr Associates shall provide you with one (1) copy of each new Release for each of the Program(s) being maintained under this

Agreement, without additional charge. Knorr Associates shall provide reasonable assistance to help you install and operate each new Release. Because Releases are cumulative, each Release is useful only if you have obtained and installed all prior applicable Releases.

d. Staff. Knorr Associates shall maintain a trained staff capable of rendering the services set forth in this Agreement.

4. Additional Services. In addition, Knorr Associates may provide additional services, as mutually agreed, in support of the Program(s), subject to payment of its normal charges and expenses:

a. Major Enhancements. Knorr Associates may, from time to time, offer Major Enhancements to its customers, generally for an additional charge. A Major Enhancement adds new functionality to a module or the overall system, resulting in an increased license fee for the component. To the extent Knorr Associates offers such Enhancements, it shall permit you to obtain one (1) copy of each major Enhancement for each of the Program(s) being maintained under this Agreement for the difference, if any, between retail list rate of the enhanced Program(s) and the original retail list rate paid by you.

b. Additional Training. Subject to space availability, you may enroll your employees in additional or advanced training classes.

c. Additional Enhancements. Knorr Associates will consider and evaluate the development of additional Enhancements for your specific use and will respond to your requests for additional services pertaining to the Program(s) (e.g., as data conversion and report-formatting assistance).

d. Back-Level Support. If you choose not to install any Release, Knorr Associates will maintain back-level versions of the Program(s) at your request, at extra charge, on a best-efforts basis and subject to availability of technical support staff.

5. Cooperation of Customer. You agree to notify Knorr Associates promptly following the discovery of any Error. Further, upon discovery of an Error, you agree, if requested by Knorr Associates, to submit to Knorr Associates a listing of output and any other data that Knorr Associates may require in order to reproduce the Error and the operating conditions under which the Error occurred or was discovered.

6. Exceptions. The following matters are not covered by basic maintenance:

- a.** Any problem resulting from the misuse, improper use, alteration, or damage of the Program(s);
- b.** Any problem caused by modifications in any version of the Program(s) not made or authorized by Knorr Associates;
- c.** Any problem resulting from programming other than the Program(s) or equipment;

- d. Any problem resulting from the combination of the Program(s) with such other programming or equipment to the extent such combination has not been approved by Knorr Associates;
- e. Errors in any version of the Program(s) other than the most recent Release, provided that Knorr Associates will continue to support superseded Releases for a reasonable period, not to exceed forty-five (45) days, sufficient for you to implement the newest Release; or
- f. Writing, or advice on writing, programs for data exchange, reporting or other Program non-operational tasks.

You will be responsible to pay Knorr Associates' normal charges and expenses for time or other resources provided by Knorr Associates to diagnose or attempt to correct any such problem. In addition, you are responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, and other hardware necessary to operate the Program(s) and to obtain maintenance services from Knorr Associates. Knorr Associates will not be responsible for delays caused by events or circumstances beyond its reasonable control.

7. Fees and Expenses. The Initial and Renewal Maintenance Fees for each Program are set forth in the Program Maintenance Description. Such fees are due and payable at the beginning of the initial and each renewal year of maintenance hereunder. Maintenance fees do not include travel and living expenses for installation and training, file conversion costs, optional products and services, directories, consulting services, shipping charges, or the costs of any recommended hardware. You agree to pay such fees and costs, when and as the services are rendered and the expenses incurred, as invoiced by Knorr Associates. Knorr Associates reserves the right to require prepayment or advance deposit for such additional charges or expenses in some instances. You are also responsible for sales or use taxes and state or local property or excise taxes associated with your licensing, possession, or use of the Program(s) or any associated services. At any time following the expiration of the first year of maintenance, the maintenance fee may be changed, provided that Knorr Associates gives you at least thirty (30) days' prior written notice of the change.

8. Late Charges. If any fees or expenses are not paid within thirty (30) days after they are due, Knorr Associates may, at its option, charge interest at a rate of one and one-half percent (1 1/2%) per month (eighteen percent (18%) annually) or, if less, the highest rate allowed by applicable law from the date such fee or charge first became due.

9. Use and Restrictions. Your rights and obligations concerning the use of any Error Corrections, Enhancements, or Releases (or any other programming provided by Knorr Associates, regardless of its form or purpose) shall be as provided in the Program License Agreement executed by both you and Knorr Associates. Knorr Associates shall have sole and exclusive ownership of all right, title, and interest in and to such works (including ownership of all copyrights and other intellectual property rights pertaining thereto), subject only to the license expressly granted to you therein. Unless otherwise agreed, you are entitled to make and use only

the number of copies of such works as you are authorized to use of the Program(s) to which they relate, and you agree to return or destroy, as requested by Knorr Associates, superseded copies of the Program(s) when replaced by such works. You may resort solely to the indemnification rights provided by Knorr Associates contained in the Program License Agreement in the event of any issue or claim concerning title or intellectual property rights.

- 10. Limited Warranty.** Knorr Associates shall perform its services hereunder in a workmanlike manner. Notwithstanding the addition of any Error Correction, Enhancement, or Release to the Program(s) for purposes of the Program License Agreement, Knorr Associates' obligation to correct Errors in such additions shall be limited to the maintenance terms of this Agreement. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, KNORR ASSOCIATES SHALL HAVE NO LIABILITY FOR THE PROGRAM(S) OR ANY SERVICES PROVIDED, INCLUDING ANY LIABILITY FOR NEGLIGENCE; KNORR ASSOCIATES MAKES AND YOU RECEIVE NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR ANY OTHER COMMUNICATION; AND KNORR ASSOCIATES SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 11. Limitation of Liability; Exclusion of Consequential Damages.** The cumulative liability of Knorr Associates to you for all claims relating to the Program(s) and any services rendered hereunder, in contract, tort, or otherwise, shall not exceed the total amount of all service fees paid to Knorr Associates for services within the current year's Maintenance Agreement. In no event shall either party be liable to the other for any consequential, indirect, special, or incidental damages, even if such party has been advised of the possibility of such potential loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.
- 12. Default.** Should you fail to pay any fees or charges due hereunder or fail to carry out any other obligation under this Agreement or any other agreement with Knorr Associates, Knorr Associates may, at its option, in addition to other available remedies, terminate this Agreement or suspend maintenance services, provided that it first gives you fifteen (15) days prior notice in order to permit you to cure your default. In addition, maintenance coverage will automatically terminate with respect to any copies of Program(s) that are no longer licensed for use under the Program License Agreement, whether as a result of expiration or termination of such license or replacement of such copies with new Releases.
- 13. Notices.** All notices or other communications required to be given hereunder shall be in writing and shall be delivered either personally or by U.S. mail, certified, return receipt requested, postage prepaid, and addressed as provided in this Agreement or as otherwise requested by the receiving party. Notices delivered personally shall be effective upon delivery and notices delivered by mail shall be effective upon their receipt by the party to whom they are addressed.

- 14. Governing Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey as it applies to a contract made and performed in such state.
- 15. Modifications and Waivers.** This Agreement may not be modified except by a writing signed by authorized representatives of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision on one (1) occasion shall not constitute a waiver of such provision on any other occasions unless expressly so agreed in writing. It is agreed that no use of trade or other regular practice or method of dealing between the parties hereto shall be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.

Additional Specifications

You, the Customer, will establish and maintain computer and data communications hardware and software for (1) dial-up high speed serial data communications (14.4 KB or higher) and (2) Internet e-mail and bi-directional FTP file transfers. You may also choose to make available on the DataPipe system at your designated location remote control software compatible with Knorr Associates to facilitate diagnosis.

Knorr Associates is not responsible for, nor does it supply, unless otherwise stated, client computers, the servers, operating systems and server software and database management system software. Customer is responsible for gaining access to, and will supply the staff for administering and maintaining these systems, whether internal or provided at a third-party location, and installing DataPipe updates

PROGRAM MAINTENANCE DESCRIPTION

Reference Contract No.:

Date:

Name of Program(s): **DataPipe™** *(The Program is more specifically described in the Technical Specifications in the Program License Agreement.)*

Designated Location(s): **As defined in the DataPipe™ Program License Agreement**

Maintenance Fees: **Initial Maintenance Fee: \$0.00 (balance of first year); Renewal Maintenance Fee: 15% of current License Fee (this percentage is subject to change over time).**

Approved: **Knorr Associates Inc.**
(Licensor)

Accepted:
(Customer)

By:

(Authorized Representative)
Representative

By:

(Authorized

Date:

Date:

6. Distribution Points: There is only one.

Knorr Associates Inc.
PO Box 400
10 Park Place
Butler, NJ. 07405

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

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

Norman R. Dotti
President
973-492-8500
normd@knorrassociates.com.

BPA NUMBER _____

Knorr Associates, Inc.
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.