



Federal Acquisition Service

Authorized Information Technology

Schedule Pricelist

GS-35F-0415J

Period Covered by Contract: April 22, 2004 through April 21, 2014

Through Modification No. PA-0029, effective December 18, 2013

Federal Supply Service
U.S. General Services Administration

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

Dynamic Graphics, Inc. is a service-oriented software development company offering solutions to spatial analysis problems in the petroleum, environmental, and earth-related sciences.

Special Item No. 132-32 Term Software Licenses
Special Item No. 132-33 Perpetual Software Licenses
Special Item No. 132-33 Software Maintenance as a Product
Special Item No. 132-50 Training Courses

SIN 132-32 - TERM SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

- Application Software

SIN 132-33 - PERPETUAL SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

- Application Software

SIN 132-33 – SOFTWARE MAINTENANCE AS A PRODUCT

SIN 132-50 - TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE

(FPDS Code U012)



Dynamic Graphics, Inc.
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Alameda, CA 94501-1154
510-522-0700
510-522-5670 facsimile
www.dgi.com

Contract Number:
GS-35F-0415J

Period Covered by Contract:
APRIL 22, 2004 THROUGH APRIL 21, 2014

General Services Administration
Federal Acquisition Service

Pricelist current through Modification # **PA-0029**, effective **December 18, 2013**

Products and ordering information in this Authorized FAS 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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CUSTOMER INFORMATION

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

SIN	DESCRIPTION
132-32	TERM SOFTWARE LICENSES
132-33	PERPETUAL SOFTWARE LICENSES
132-33	SOFTWARE MAINTENANCE AS A PRODUCT
132-50	TRAINING COURSES

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:

SIN	PART NUMBER	DESCRIPTION	GSA PRICE
132-32	ev_gs-L	1 yr Lease Monthly for Geostatistics	\$516.08
132-33	ev_sa	Slope Analysis (License fees provided for upgrade reference)	\$1,531.49
132-33	ev_2dxtox-MM	Monthly Maintenance & Support for 2D Trend Gridding	\$27.49
132-50	es_6-add	Training - additional Attendee (price per attendee)	\$199.50

1c. HOURLY RATES: **N/A**

2. MAXIMUM ORDER*:

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

Special Item Number 132-32 - Term Software Licenses

Special Item Number 132-33 - Perpetual Software Licenses

Special Item Number 132-33 – Software Maintenance as a Product

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

Special Item Number 132-50 - Training Courses

3. MINIMUM ORDER: **The minimum dollar value of orders to be issued is \$100.00 per order.**

4. GEOGRAPHIC COVERAGE: **Domestic Delivery Only**

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.

5. POINT(S) OF PRODUCTION:

**Dynamic Graphics, Inc.
1015 Atlantic Avenue
Alameda, CA 94501-1154**

6. DISCOUNT FROM LIST PRICES: **All prices shown herein are Net GSA prices (discounts deducted) unless otherwise indicated.**

7. QUANTITY DISCOUNT:

a. Quantity - Quantity Discounts are available for multiple Seats of Perpetual Licenses (SIN 132-33) or Term Licenses (SIN 132-32) on an individual product basis as follows:

Quantity of Product per Seat	Percent Discount
1	20%
2-5	25%
6-10	30%
11-15	35%
16 or more	41%

The above Quantity Discounts are available for multiple Seats of Perpetual Licenses (132-33) and Term Licenses (132-32) on an individual product basis. Quantities for Perpetual and Term Licenses may NOT be combined to determine the appropriate discount.

When determining the appropriate discount level, existing licenses will be counted under the following conditions:

- ◆ New software license is for the same organization.
- ◆ Existing software license(s) must be under current Maintenance and Support.
- ◆ Existing software license(s) and new software license(s) must have the same contact person.
- ◆ Existing software license(s) and new software license(s) must be under the same License Agreement and Maintenance and Support renewal agreement.

While existing software licenses may be counted, as appropriate, to determine the 'Quantity of Product per Seat', quantity discounts may NOT be applied retroactively.

For the purchase of software maintenance as a product (SIN 132-33) quantity discounts for multiple seats of the same module (or equivalent) for which a Licensee provides a single point of contact, on a single contract/purchase order, with a common expiration date, are eligible for discounts as follows:

Quantity of Product per Seat	Percent Discount
1	20%
2-5	25%
6-10	30%
11-15	35%
16 or more	41%

Maintenance and Support fees **paid with the License Fee** are eligible for a ten percent (10%) discount off the fee after the quantity discount is applied.

Maintenance and Support fees paid in increments of one year or more **prior to the previous Maintenance and Support period expiration date** are eligible for a fifteen percent (15%) discount off the fee after all other discounts have been applied.

- b. These discounts are available to those ordering activities whose policies allow pre-payment of maintenance and support fees.
- c. Dollar Volume: None
- d. Government Educational Institutions are offered the same discounts as all other Government customers; however, they may qualify for the commercial discounts under University Plans A or B provided that they meet the stated requirements. Please refer to Addendum 1 to this pricelist for the conditions required to qualify for the University Plan A or B.

- f. Other: Ordering activities enrolling two (2) or more attendees in the same Open Class shall receive twelve percent (12%) off the regular class fees.
8. **PROMPT PAYMENT TERMS: Net 30 days from receipt of invoice or date of acceptance, whichever is later.**
- 9.a Government Purchase Cards must be accepted at or below the micro-purchase threshold.
- 9.b Government Purchase Cards are accepted above the micro-purchase threshold.
10. **FOREIGN ITEMS: N/A**

11a. **TIME OF DELIVERY:**

SIN	DELIVERY TIME (DAYS ARO)
132-32	10 DAYS ARO
132-33	10 DAYS ARO

- 11b. **EXPEDITED DELIVERY: N/A**
- 11c. **OVERNIGHT AND 2-DAY DELIVERY: N/A**
- 11d. **URGENT REQUIRMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies 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 agency, 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.**

12. **FOB POINT: DESTINATION**

13a. **ORDERING ADDRESS:**

**Dynamic Graphics, Inc
Attn: Contracts Administration
1015 Atlantic Avenue
Alameda, CA 94501-1154**

13b. **ORDERING PROCEDURES:**

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.**

14. PAYMENT ADDRESS:
- Dynamic Graphics, Inc.
Attn: Accounts Receivable
1015 Atlantic Avenue
Alameda, CA 94501-1154**
15. WARRANTY PROVISION: **SEE SIN specific Terms and Conditions**
16. EXPORT PACKING CHARGES: **Shipping charges from point of exportation will apply to all orders outside of the 48 contiguous states and District of Columbia.**
17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE: **N/A**
18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE): **See SIN specific Terms and Conditions**
19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): **N/A**
20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE): **N/A**
- 20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE): **N/A**
21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE): **N/A**
22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE): **N/A**
23. PREVENTIVE MAINTENANCE (IF APPLICABLE): **N/A**
- 24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants): **N/A**
- 24b. Section 508 Compliance for EIT: **Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following: To be Determined**
- The EIT standard can be found at: www.Section508.gov/
25. DUNS NUMBER: **093449924**
26. NOTIFICATION REGARDING REGISTRATION IN CENTRAL CONTRACTOR REGISTRATION (SAM) DATABASE: **Registration valid.**

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

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items ordered by the ordering activity that substantially conform to manufacturer's published specifications. The ordering activity may cancel the software license by giving written notice to Contractor, and returning all Software and Documentation to Contractor, without keeping any copies within thirty (30) days beginning on delivery date if the software does not perform substantially in accordance with Contractor's Specifications. Unless such cancellation notice is given the software will be deemed to have been accepted by the ordering activity upon date of delivery. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered, but no later than ninety (90) days after installation; 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. END USER LICENSE AGREEMENTS (EULA) / TERMS OF SERVICE (TOS) AGREEMENT REQUIREMENTS

The Contractor shall provide all Enterprise User License Agreements in an editable format

3. GUARANTEE/WARRANTY

a. The Contractor's standard commercial guarantee/warranty as stated in the contractor's commercial Software License Agreement will apply to this contract as follows.

Limited Warranty of Ownership: Dynamic Graphics, Inc. ("DGI") warrants that it has the right to license the Licensed Software and Licensed Materials to the Licensee in accordance with this Agreement.

No Other Warranties: DGI does not warrant that the output or operation of the Licensed Software, in conjunction with the Licensed Materials, will meet the particular standards or requirements that may be applicable to Licensee's, or any other Person's business activities. **DGI MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE LICENSED SOFTWARE OR LICENSED MATERIALS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.**

Maintenance and Support: Licensee hereby acknowledges and agrees that all software maintenance and support ("Software Maintenance and Support") for the Licensed Software and Licensed Materials, including Updates, Enhancements and the correction of any and all Errors therein, shall be provided by DGI solely pursuant to the Software Maintenance and Support terms and conditions as specified herein for ninety (90) days after installation. After this initial ninety (90) day warranty period, Licensee shall not be entitled to Software Maintenance and Support services unless and until it has paid to DGI, DGI's prevailing fee therefore.

Maintenance and Support is included with a term license at no additional charge.

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

4. TECHNICAL SERVICES

a. Hot Line Support.

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number (510) 522-0700 for the purpose of providing user assistance and guidance in the implementation of the software for the first ninety (90) days after installation of software (initial warranty period). Support of software after this initial warranty is performed if, and only if, licensee has purchased and paid for software maintenance and support ("Software Maintenance and Support") for the Licensed Software and Licensed Materials. The technical support number is available from 8:00am to 5:00pm PST.

Hot Line Support is included with a term license (SIN 132-32) at no additional charge.

b. Installation

If the ordering activity does not order installation, it is understood that the ordering activity shall install the Licensed software on the Designated CPU(s) without the assistance of DGI.

The ordering activity order for installation shall include a list of the software to be installed along with the description of the Designated CPU(s) on which the software is to be installed along with the other peripherals as defined in the Site Survey Form (DGI approval of Site Survey Form is required prior to Installation).

Licensee shall provide DGI with all information requested on the DGI Site Survey Form. Licensee agrees that DGI, at its sole option, may delay the Installation or part of the Installation if the information requested is not provided or is not acceptable to DGI.

Licensee shall provide DGI personnel with all passes and required security clearances needed in order to perform the Installation. Licensee shall notify DGI prior to Installation of any special identification or citizenship requirements of Installation personnel required by Licensee's security procedures.

DGI shall NOT be responsible for installing the Designated CPU(s) or other peripherals, including without limitation, all non-DGI software and hardware, plotter(s), plotter driver(s), digitizer(s), FORTRAN compiler, operating system or other application software. Licensee shall be responsible for the installation of the Designated CPU(s) and other peripherals required for DGI personnel to complete the Installation, including without limitation, formatting, cabling and testing of the Designated CPU(s) and other peripherals necessary for the operation of the Licensed Software prior to DGI personnel's arrival to begin the Installation.

Licensee agrees that all non-DGI software, including without limitation, the operating system, plotter driver(s) or application software shall be at the latest release version as provided by the manufacturer except as approved by DGI on the Site Survey Form.

Licensee agrees that DGI shall NOT be responsible for any modifications to the Designated CPU(s) and other peripherals not approved by DGI on the Site Survey Form prior to Installation.

Licensee understands that such modifications may prevent the Installation or require additional DGI personnel time to complete the Installation. DGI will have sole determination of what will or will not have an effect on the Installation of the Licensed Software.

Licensee shall provide DGI with access to the Site Technical Representative who shall have operational knowledge of the Designated CPU(s) and peripherals that are part of the Installation. DGI shall provide Licensee with a License Key so that the Licensed Software may be used on the Designated CPU(s).

As time allows, DGI shall provide the Site Technical Representative with up to one-half (1/2) day of orientation for the Licensed Software as part of the installation.

Licensee agrees that DGI shall have the right to cease the Installation if these installation terms and conditions are not met. In the event that DGI incurs out-of-pocket expenses due to Licensee's breach of the above terms and conditions, Licensee agrees that it shall compensate DGI for such expenses and any additional DGI personnel time required to complete the installation at DGI's then prevailing rates.

Technical Services which are available under this contract are limited exclusively to the direct support or use of the proprietary software offered under this contract, or its predecessors, and to such other applications as directly interface with such offered products. Services for other purposes such as independent software development or maintenance of unrelated software is not offered under this contract.

This contract does not provide for experimental, development, or research work to be performed by DGI. Unrelated software development and maintenance of products which are not awarded under this contract are not provided hereunder.

1. **Orders:** The ordering activity's order shall contain a description of the specific effort and the duration of service. Notwithstanding the duration set forth in the order, at any time the ordering activity may direct that DGI provide no further services. All orders are subject to written acceptance by DGI within 30 days from the date of receipt.

2. **Location:** These services may be performed on the ordering activity's or DGI's premises as specifically provided in the ordering activity's order.

Charges: The ordering activity agrees to pay charges for these services including Billable Travel Time described hereafter in accordance with the rates set forth below. A one-hour minimum charge applies.

Billable Travel Time is travel time **in excess** of one hour spent in traveling to, and one hour spent in traveling from, the ordering activity's location. Travel time will be calculated as the **lesser** of: the actual travel time incurred, or the normal travel time from (to) the nearest DGI Branch Office to (from) the ordering activity's location, or the normal travel time from (to) the individual's assigned DGI location.

Charges will be invoiced monthly for services rendered and will be payable to DGI on receipt of invoice at the address shown on the invoice.

In addition to the foregoing, there may be charges applicable to this contract for special or unusual expenses incurred by DGI which are necessary to perform the services. If applicable, these charges will be set out separately in the ordering activity's order.

3. **Licensee's Obligations:** Licensee acknowledges and agrees that all Services performed by DGI under this Supplement shall be based on the data and other information furnished by Licensee to DGI and the specifications established by Licensee. Licensee shall provide DGI with all data and other information required by DGI in order to perform such Services described on the applicable Work Order.

4. **Licensee's Indemnity:** Licensee shall defend, indemnify and hold DGI and its officers, directors and employees harmless against any and all claims, losses, damages and liabilities (collectively "Liabilities") arising from, or attributable to:

- any error or inaccuracy in any of the Services from any failure by Licensee to fulfill its obligations; or
- any allegation by any other Person, that DGI's use of Licensee's data, other information and/or specifications in the performance of the Services or otherwise requested by Licensee hereunder infringes or violates any patent, copyright, trade secret, trademark or other proprietary right of any other Person.

5. Confidentiality:

(a) DGI acknowledges and agrees not to disclose or use any of Licensee's confidential or proprietary information other than in the performance of its Services. For the purpose of this clause, confidential information shall mean all information in tangible form which Licensee has marked confidential and all information in intangible form which Licensee has notified DGI in writing is confidential.

(b) DGI's duty of confidentiality shall not apply to the extent that any confidential or proprietary information of Licensee:

- (i) passes into the public domain through no fault of DGI;
- (ii) was known to DGI prior to disclosure hereunder by Licensee;
- (iii) is disclosed to DGI by another Person that is under no duty of nondisclosure to Licensee; or
- (iv) is required to be disclosed under any applicable law, regulation or government order.

DGI's duty of nondisclosure shall be limited to the completion of the Services plus two (2) years.

6. Liability: DGI shall not be liable for any error or inaccuracy in any of the Services hereunder which arises from, or is attributable to any of the data, specifications or other information provided to DGI by Licensee. Licensee further acknowledges and agrees that DGI shall not be responsible for any differences between the results obtained through the use of DGI's software hereunder and the results that would have been obtained through the use of other software products and/or data processing methods or models. DGI shall not be liable for any failure to complete the Services which arises from, or is attributable to any circumstances beyond the reasonable control of DGI.

7. No Consequential Damages: Under no circumstances shall DGI be liable for any consequential, indirect, special or incidental damages with respect to any of the Services performed by DGI hereunder.

5. SOFTWARE MAINTENANCE

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

1. Software Maintenance as a Product

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

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

After the initial warranty period, Licensee shall not be entitled to Software Maintenance and Support services unless and until it has paid to DGI, DGI's prevailing fee.

b. Software Maintenance and Support includes the following:

- Software enhancements & improvements
- Software error correction
- Documentation updates
- Technical support services via telephone/email/facsimile for users' questions

- Newsletters

Customer requested on-site support is NOT included in the Maintenance and Support fees.

Perpetual License:

Warranty: Maintenance and Support is included, at no extra charge, for ninety (90) days from installation of software.

Extended: Maintenance and Support is available at an additional charge at the expiration of the initial ninety (90) days warranty period. Payment in arrears requires monthly payment. Please note the pre-payment incentives offered for Maintenance and Support.

Maintenance and Support Reinstatement: Maintenance and Support may be reinstated after a lapse by payment of a Reinstatement Fee based on lapsed time period:

Lapse of less than six (6) months: 100% of Maintenance and Support fee for the lapsed period.
Lapse of six (6) months or more: 80% of Maintenance and Support fee for the lapsed period not to exceed the actual price list cost of two (2) years' maintenance and support fee plus \$1,500 (except for applicable quantity discounts, customer is not eligible for any other discounts). This reinstatement fee would include the lapsed period and one year forward plus attendance for 1 person at a regularly scheduled Open Class within six (6) months of reinstatement.

Exceptions/Conditions:

- All expenses for training class attendance are the responsibility of the customer.
- Upgrades occurring at the same time as reinstatement must reinstate maintenance on the existing configuration prior to upgrade fee calculations.
- All other Dynamic Graphics' standard pricing policies are applicable.

Upon payment of the Reinstatement Fee plus the Maintenance and Support Fee for the next one (1) year period, customer shall receive all new software features, software enhancements and improvements, software error corrections, and documentation updates as appropriate for the licensed software configuration released by Dynamic Graphics during the lapsed period.

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

6. PERIODS OF TERM LICENSES (132-32) AND SOFTWARE MAINTENANCE AS A PRODUCT (132-33)

a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time. Annual Lease licenses have a minimum term of twelve (12) months.

b. DGI Annual Lease licenses include maintenance. Annual Lease licenses may not be discontinued prior to the expiration of the annual term.

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

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

schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

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

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

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

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

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

d. The price the ordering activity shall pay will be the perpetual license price prevailing at the time of conversion from an annual term license to a perpetual license, minus an amount equal to 90% of all annual term license payments during the period that the software was under an annual term license within the ordering activity with a maximum credit of 50% of the perpetual fees provided such conversion is completed within ninety (90) days of the installation of the license. If such conversion is completed ninety-one (91) days, or more after the installation date of the term license – 35% of all applicable lease license payments shall apply as credits. However, in all situations, the maximum credit allowed is 50% of the perpetual license fee toward the perpetual license fee for equivalent DGI software.

8. TERM LICENSE CESSATION

a. DGI term licenses are offered for short term usage to all DGI customers under the same terms and conditions. They are not intended for long term use. DGI has no commercial practice for long term leases which convert to perpetual licenses. Ordering activities are encouraged make a best value determination relative to the purchase of short-term licenses vs. the purchase of perpetual licenses.

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 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

9. UTILIZATION LIMITATIONS - (132-32 AND 132-33)

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 for use on a specified CPU subject to receipt of an encrypted key issued by DGI electronically. 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.

(6) In the event that the Designated CPU becomes inoperable for any reason, Licensee may transfer the Licensed Software from the Designated CPU to another CPU which is (i) owned or leased, and operated and controlled, by Licensee; and (ii) located at the same location as the Designated CPU. Licensee shall provide written notice of such transfer to DGI. DGI shall provide Licensee with a temporary License Key for such CPU.

(7) In all other circumstances, Licensee may install and utilize the Licensed Software on another CPU only with the prior written authorization of DGI.

(8) Copying: Except as provided in this section, "Utilization Limitations" or required in order to permit Licensee to exercise its rights and perform its obligations under this contract, Licensee shall not, and shall not permit any other Person to, copy, reproduce, provide access by network or transmit the Licensed Software or Licensed Materials without the prior written authorization of DGI. Licensee may make up to five (5) copies of the Licensed Software solely for purposes of archiving, backup, and restart. All copies of the Licensed Software made by Licensee hereunder shall bear DGI's copyright notice, trademark and such other proprietary rights notices as specified by DGI. Additional copies of the Licensed Materials may be acquired from DGI at DGI's then prevailing standard fee.

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

Full monetary credit less 10% of the difference will be allowed to the ordering activity when conversion from one version of the software to any higher priced version made as the result of a change in operating system, or from one computer system to another provided the software is currently supported by a paid-up software maintenance agreement (Software Maintenance and Support). 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 less 10% of difference.

Upgrades

Upgrades (Major New Releases) are available on a case-by-case basis ONLY! An additional fee may apply and are outside the scope of this contract.

Transfers

Requirements: Customer must sign a Software Transfer Form.

Transfer Fee: \$500.00 if customer requires shipment of new media from Dynamic Graphics; license must be under current Maintenance and Support in order for Dynamic Graphics to provide new media; no charge to transfer license under current Maintenance and Support which requires only a license key from Dynamic Graphics.

Temporary transfer to new CPU or Server(s) (same country/territory)

Dynamic Graphics will provide a thirty (30) day license key to enable the Dynamic Graphics software to be used on a new CPU in the event that the Designated CPU becomes inoperative.

Transfer to a new CPU or Server(s) (same country/territory)

Dynamic Graphics will provide a new license key to enable the Dynamic Graphics software to be used on a new CPU.

Transfer to a new location (same country/territory)

Dynamic Graphics will provide written approval for the Dynamic Graphics software to be used at the new location.

Temporary transfer to new country/territory

Dynamic Graphics will provide written approval for the Dynamic Graphics software to be used at the new country/territory.

Usage period -- two (2) weeks, or less: Additional fees waived (transfer fee may apply).

Usage period -- more than two (2) weeks: Customer shall pay either:

- ◆ An additional license fee equal to the foreign surcharge for the new country/territory less the foreign surcharge for the current country/territory; or
- ◆ If the customer has a US Affiliate as the licensee of the software, with the customer as the authorized user, and anticipates the return/transfer of the license to the United States within three (3) years, customer may opt (in lieu of the foreign surcharge above) to remit a mandatory additional license fee equal to twenty percent (20%) of the applicable foreign surcharge fee payable annually until the license is transferred back to the originating country/territory; no credit towards the license fee foreign surcharge shall accrue while such additional license fee is being paid annually (at any time, customer may opt to pay one-hundred percent (100%) of the foreign surcharge to discontinue the mandatory annual license fee).

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The following *EarthVision* version 5.0 descriptions are for reference purposes only. **Customer is advised to review the applicable Technical Specification information available upon request from Dynamic Graphics for each software configuration to determine the most current capabilities and constraints.**

Packages:

ev_ps *Petroleum Suite*

The Petroleum Suite package includes the functionality of ev_3dv, ev_2dxsvp, ev_wd, ev_do, ev_gct, ev_sa, and ev_sl within one product. All functionality is checked out to one user.

Functionality included within: ev_ps

ev_envx *Environmental Suite (extended)*

The Environmental Suite (extended) package includes the functionality of ev_2dx3dpx, ev_esb, ev_wd, ev_do, ev_gct, ev_sa, ev_sl, and ev_egs within one product. All functionality is checked out to one user.

Functionality included within: ev_envx

ev_env *Environmental Suite (standard)*

The Environmental Suite package includes the functionality of ev_2d3dp, ev_esb, ev_wd, ev_do, ev_gct, ev_sa, ev_sl, and ev_egs within one product. This standard version allows for a maximum of 50,000 input data points, 50,000 3-D grid nodes, and 512x512 2-D grid size. All functionality is checked out to one user.

Functionality included within: ev_envx, ev_env

ev_2dp (standard version is available as MAINTENANCE ONLY)

The 2-D Surface Modeling Package includes the functionality of ev_2dx extended [standard] respectively, as applicable, within one product. All functionality is checked out to one user.

Functionality included within: ev_2dxsvp, ev_2dp, ev_2d3dpx, ev_2d3dp, ev_gmxx, ev_gmp, ev_env, ev_envx, ev_ps

3-D Modules:

ev_3dvx *3-D Viewer*

The 3-D Viewer module displays 2-D and 3-D scattered data, annotation, 2-D grids, fault files, image files, polygon files, well paths, and models of property distribution and geologic sequences in 3-D space.

Functionality included within: ev_3dv, ev_3dx, ev_3d, ev_2d3dx, ev_2d3d, ev_2d3dpx, ev_2d3dp, ev_gmx, ev_gmxx, ev_gmp, ev_env, ev_envx, ev_ps

ev_3dxgsbx (extended) *Geologic Structure Builder* ev_gsb (standard version is available as MAINTENANCE ONLY)

The Geologic Structure Builder constructs 3-D models of complexly layered, faulted, and non-faulted structures based on scattered data, surfaces, 3-D grids, and a fault hierarchy. Structural horizons are automatically intersected and truncated by a geologic sequencing technique based on user-specified depositional, erosional, and unconformity surface relationships. Where data is sparse, intermediate surfaces can be calculated based on input data and reference surfaces. Geologic sequence is then partitioned into the fault blocks by a fault framework. Constant velocities, instantaneous velocity functions, and *EarthVision* 3-D grids can be used to convert models from the time domain to the depth domain, preserving the model's internal structural consistency. Property distribution models can be calculated within specific layer in each fault block. The resulting fully

integrated model can be plotted as cross sections (requires ev_2dcs), contour maps and isochore maps (requires ev_2dxsvp), or analyzed using advanced 3-D visualization techniques (requires ev_3dv).

Functionality included within: ev_3dxgsbx, ev_gsb, ev_gmx, ev_gm, ev_gmxp, ev_gmp, ev_ps
Requirements: Faulted grids require access to ev_2d or ev_2dx functionality.

2-D Modules:

ev_2dx (extended) 2-D Surface Modeling

The 2-D Surface Modeling performs 2-D data and surface analyses. The system can be used to enter, examine, and modify data, calculate 2-D grids, and produce traditional 2-D base and contour maps.

Functionality included within: ev_2dx, ev_2d, ev_2dxsvp, ev_2dp, ev_2d3dpx, ev_2d3dp, ev_gmxp, ev_gmp, ev_env, ev_envx, ev_ps

ev_2dxtox (extended) 2-D Trend Gridding

ev_2dt (standard version is available as MAINTENANCE ONLY)

The 2-D Trend Gridding option calculates best-fit polynomial surfaces.

Functionality included within: ev_2dxtox, ev_2dt, ev_2dxsvp, ev_2dp, ev_2d3dpx, ev_2d3dp, ev_gmxp, ev_gmp, ev_env, ev_envx, ev_ps

Requirements: Must be used with ev_2dx or ev_2d.

Other Modules:

ev_gs Geostatistics

The Geostatistics module incorporates the “ordinary kriging” algorithm from Stanford University’s GSLIB geostatistics software library. Graphical data preview and variogram generation capabilities are available to set up and optimize model calculation. In addition to the 2-D and 3-D models produced, variance models can be calculated that help quantify model accuracy.

Functionality included within: ev_gs

Requirements: must be used with a 2-D or 3-D package.

ev_egs Environmental Geostatistics

The Environmental Geostatistics module is limited to “ordinary kriging”, variography, and data analysis tools.

Functionality included within: ev_gs, ev_env, ev_envx

Requirements: This module is NOT available separately.

ev_wd Well Display

The Well Display module integrates well path, log, and horizon files into an internal database. Once a database is built, vertical, deviated, and horizontal wells with associated logs, lithology, and borehole annotation posted along the well path can be projected onto cross sections, posted as single well panels, and displayed with 3-D models. Horizon picks/names, fault intersections, and dip data can be annotated along the well path on cross sections. Scattered data for horizon gridding and well paths in annotation format can be exported from the database as ASCII files.

Functionality included within: ev_wd, ev_env, ev_envx, ev_ps

ev_gct Geographic Coordinate Transformation

The Geographic Coordinate Transformation module is used to transform scattered data, vertical faults, polygons, annotation, 2-D and 3-D grids, and traverse files from one projection system to another. Common projections, such as Universal Transverse Mercator (UTM) and the State Plane Coordinate System, are included. Ten spheroids, such as Clarke 1866 and Hayford International, are supported, and transformations based on user-defined ellipsoids and equivalent spheres are allowed.

Functionality included within: ev_gct, ev_env, ev_evnx, ev_ps

CPU TYPES

Dynamic Graphics software is configured for use with the following CPU types:

Silicon Graphics®:

Indigo2™

O2™

OCTANE™

Onyx® family (RealityStation™, i-Station™, Onyx, POWER Onyx™)

Onyx2 Reality™

Onyx2 Infinite Reality™

Indy®

Indigo® R4000

POWER Indigo2™

Crimson™

Sun Microsystems®:

Ultra® Workstations

Ultra Servers

SPARCstations™

IBM®:

IBM RS/6000

Please refer to the Suggested Configuration information available upon request from Dynamic Graphics or at www.dgi.com for specification requirements (especially note requirements for operation of ev_3dvx).

12. RIGHT-TO-COPY PRICING

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

None

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

1. SCOPE

- a. The Contractor shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of this solicitation.
- b. The Contractor shall provide training at the Contractor's facility and/or at the ordering activity's location, as agreed to by the Contractor and the ordering activity.

2. ORDER

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

3. TIME OF DELIVERY

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

4. CANCELLATION AND RESCHEDULING

- a. The ordering activity will notify the Contractor at least two (2) weeks before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
- b. In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified in paragraph a, above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge provided the ordering activity notified the Contractor at least two (2) weeks before the originally scheduled training date.
- c. The ordering activity reserves the right to substitute one student for another up to the first day of class.
- d. In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

5. FOLLOW-UP SUPPORT

The Contractor agrees to provide each student with unlimited telephone support for a period of one (1) year from the completion of the training course provided 1) that the student's current job responsibilities include operating the Dynamic Graphics software and 2) that said software is supported under a paid-up software maintenance agreement. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

6. PRICE FOR TRAINING

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

7. INVOICES AND PAYMENT

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

8. FORMAT AND CONTENT OF TRAINING

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. For hands-on training courses at contractor's site, there will be a one-to-two assignment of IT equipment to students. If training is conducted at government site, location must have adequate facilities (e.g., room size, number of graphic terminals/workstations so that a 2-1 ratio of attendees to workstations is available, adequate hardware configuration, audio visual equipment, etc.)
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. Dynamic Graphics offers training classes that address:
 - Instruction in the use of Dynamic Graphics software.
 - Principles, concepts methods underlying the functionality of Dynamic Graphics software.
 - Application situations where Dynamic Graphics software is employed.

Training - Open Class (part number es_o)

- Discounts: Customers enrolling two (2) or more attendees in the same Open Class shall receive twelve percent (12%) off the regular class fees.
- Presented at a location arranged by Dynamic Graphics with participants from several organizations.

Training - Proprietary Class (part numbers es_6 or es_12)

- Presented at a location provided by customer with participants from customer's organization; location must have adequate facilities (e.g., room size, number of graphic terminals/workstations so that a 2-1 ratio of attendees to workstations is available, adequate hardware configuration, audio visual equipment, etc.).
- Class sizes are limited to either a maximum of six (6) attendees (es_6) or twelve (12) (es_12) attendees (see fees applicable to each class size); additional auditors beyond the class size limit are NOT permitted.

The Contractor offers any of the following training courses as either OPEN CLASS or PROPRIETARY CLASS:

COURSE DESCRIPTIONS

Introduction to CoViz 4D (COV)

This class gives a complete, yet concise introduction to the CoViz 4D Viewer and the associated Data Registry. Data imports and procedures are explored, and a range of data types are interrogated and analyzed in the Viewer environment. Later exercises cover more advanced topics such as temporal animation, linked data queries, and

the powerful Formula Processor. The class is condensed into one day to provide a comprehensive overview in the shortest possible time. **(1 day)**

Introduction to EarthVision and the WorkFlow Manager (WFM1)

An introduction to EarthVision[®], with a primary emphasis on the program's WorkFlow Manager[®]. The class uses 2D and 3D data and grids for faults and horizons as components in building 3D structure and property models. Class topics include: data visualization and validation, data editing in 3D, constructing fault hierarchies, building stratigraphic sequences, and constructing the final 3D volume model. The extraction of 2D maps and cross sections from the finished model completes the sequence of activities. Other topics include the calculation of precise volumes, Formula Processor operations for file manipulation, and exploring the program's powerful Graphic Editor. Upon completion of the course, students will have a solid introduction to building three-dimensional faulted models and will be comfortable using the 3D visualization tools. **(4 days)**

Advanced Structure Modeling and the WorkFlow Manager (WFM2)

This class covers modeling of more complex structural geometries, as well as property distributions within the various containers defined by the structural components. Compressional or thrust faults as well as overturned surfaces are investigated. The class covers iterative refinement of the model, time-to-depth conversion, volume calculation, an introduction to well-bore planning, and extensive use of the program's 3D Viewer for model analysis, validation, and understanding. **(4 days)**

Introduction to WellArchitect (WA)

Introduces students to Dynamic Graphics' WellArchitect program to design, plan, visualize and manage directionally drilled wells and surveys. The class is organized into lectures, demonstrations, and hands-on exercises covering the major components of the software. These include the Well Explorer (program interface), 3D Viewer, Well Path Designer/Editor, WellPath Survey Editor, Output Launcher, and the Graphic Editor. By the end of the course, students will have a good understanding and level of comfort with the interface and the various program functionality. WellArchitect has been designed in cooperation with Baker Hughes INTEQ to offer professional drillers and well planners an easy to use, professional drilling engineering package. The program includes more than 40 tool types and corresponding positional uncertainty models for risk/collision avoidance calculations and uncertainty analysis and reporting. **(3 days)**

Outline of topics:

- Overview of WellArchitect software
- Well Explorer Interface
- Defining Operator/Field/Facility/Slot/Target Information
- Introduction to the 3D Viewer
- Using the Well Path Designer
- Editing Well Paths
- Different Well Profile types
- Building a Well Plan
- Positional Uncertainty
- Anti-Collision Rules
- Entering Survey Data
- Projecting Ahead
- Outputs (Maps and Reports)
- Graphic Editing of Plots
- Planning Sidetracks
- Importing, Exporting and Transferring Data

Introduction to Reservoir Cellular Gridding (EVCELL)

A two day course introducing students to Dynamic Graphic's Reservoir Cell Gridding software. EVCELL enables users to quickly and efficiently build upscaled cellular grids and populate them with property values from an EarthVision model.

Activities of the class cover defining the cellular model space and aligning the grid to the major structural feature(s) such as faults. The various fault treatments as I, J, IJ, and IJK stair-step methods are discussed for building cells along faults followed by the definition of flow units based on stratigraphic geometry and lithologic character. Cell grids may be trimmed to cover only a portion of the original EarthVision model. Different property populating methods are examined followed by export of the cellular grid to the industry standard simulation formats: GridGenr(GTF), VIP, ECLIPSE, CMG, FLOGRID, and RESCUE.

The course is organized into lectures and demonstrations with numerous hands-on exercises. Once the basics of the functionality is discussed and exercised, a series of different model exercises exists for each student to then build a cellular grid. By the end of the course students will have sufficient experience building, examining, and, using the new 3D Viewer, QC'ing cellular grids to enable them to begin building cellular grids for their own data models.

Well Design Suite (WDS)

Using consistent 3D structure/property models as a basis, the class explores the EarthVision Well Positioning toolbox. Planning the location of entirely new well paths and locating sidetracks and multi-lateral bores from existing wells are covered. Rapid model revision and path refinement based on MWD and LWD data are also treated, as is the export/transmission of shared data and models. The objective of the class is drill-path optimization based on changing geologic, economic, and technical constraints. **(2 days)**

Special Advanced Seminar 1—3D Volumetric Analysis Using Fluid Contacts (SAS1)

A four-day course in advanced 3D modeling and volumetrics techniques. Students learn how to build complex geologic models incorporating fluid contacts as both 2D and 3D objects. Topics include how to use EarthVision to calculate, report, cross check, and map volumetric distributions using fluid contacts, the J-function water saturation formula, as well as other petrophysical criteria. Property indicator grids are introduced as a method for quick visual display of properties. Additional study is focused on calculating and mapping (via tornado plots) volume sensitivities by easily adjusting the fluid contacts and other petrophysical parameters. **(4 days)**

- (2) The minimum and maximum number of students per class is stated in the price list by part number.
 - Minimum number of students per class is 4. Dynamic Graphics reserves the right to cancel any class with fewer than four participants (two (2) weeks notice of cancellation will be given).
 - Class sizes are limited to either a maximum of six (6) attendees (es_6) or twelve (12) (es_12) attendees (see fees applicable to each class size); additional auditors beyond the class size limit are NOT permitted.
- (3) For locations and class schedules please see current Training Schedule available upon request or at <http://www.dgi.com>.
- (4) Price (per student or per day) is listed in the schedule contract price list.
- e. For those courses conducted at the Government's location, instructor travel charges (if applicable), including mileage and daily living expenses, are indicated below. Rates paid as a result of travel must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts.

Training Rates are priced on a per day basis plus travel and living expenses for instructor at cost.

9. "NO CHARGE" TRAINING

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

None

DYNAMIC GRAPHICS, INC. GSA PRICE LIST

SIN	Mfr Part No	Description	QTY / Unit	GSA Catalog Price w/ IFF	Warranty	COO
TERM SOFTWARE LICENSES						
132-32	ev_3dvx-L	1 yr Lease Monthly for 3D Viewer	1	\$1,017.09	Included	US
132-32	ev_cellg-L	1 yr Lease Monthly for Cellular Gridder	1	\$3,042.99	Included	US
132-32	ev_envx-L	1 yr Lease Monthly for Environmental Suite - Extended	1	\$3,904.26	Included	US
132-32	ev_gs-L	1 yr Lease Monthly for Geostatistics	1	\$516.08	Included	US
132-32	ev_ps-L	1 yr Lease Monthly for Petroleum Suite	1	\$4,661.77	Included	US
132-32	WA-1-L	1 yr Lease Monthly for WellArchitect (Level 1)	1	\$1,711.24	Included	US
132-32	WA-2-L	1 yr Lease Monthly for WellArchitect (Level 2)	1	\$3,424.25	Included	US
PERPETUAL SOFTWARE LICENSES						
132-33	ev_2dxtox-MM	Monthly Maintenance & Support for 2D Trend Gridding	1	\$27.49	N/A	US
132-33	ev_sa-MM	Monthly Maintenance for Slope Analysis (License fees provided for upgrade reference)	1	\$29.02	N/A	US
132-33	ev_2dxtox-MTM	Month to Month Maintenance for 2D Trend Gridding	1	\$31.03	N/A	US
132-33	ev_sa-MTM	Month to Month Maintenance for Slope Analysis (License fees provided for upgrade reference)	1	\$32.24	N/A	US
132-33	ev_gct-MM	Monthly Maintenance & Support for Geographic Coordinate Transformation	1	\$54.97	N/A	US
132-33	ev_gct-MTM	Month to Month Maintenance for Geographic Coordinate Transformation	1	\$62.95	N/A	US
132-33	ev_do-MM	Monthly Maintenance for Map Digitizing (License fees provided for upgrade reference)	1	\$99.14	N/A	US
132-33	ev_sl-MM	Monthly Maintenance for Seismic Line Editor (License fees provided for upgrade reference)	1	\$99.14	N/A	US
132-33	ev_do-MTM	Month to Month Maintenance for Map Digitizing (License fees provided for upgrade reference)	1	\$110.43	N/A	US
132-33	ev_sl-MTM	Month to Month Maintenance for Seismic Line Editor (License fees provided for upgrade reference)	1	\$110.43	N/A	US
132-33	ev_gs-MM	Monthly Maintenance & Support for Geostatistics	1	\$161.37	N/A	US
132-33	ev_gs-MTM	Month to Month Maintenance for Geostatistics	1	\$183.54	N/A	US
132-33	ev_wd-MM	Monthly Maintenance & Support for Well Display	1	\$202.16	N/A	US
132-33	ev_3dxgsbx-MM	Monthly Maintenance & Support for Geologic Structure Builder	1	\$258.02	N/A	US

SIN	Mfr Part No	Description	QTY / Unit	GSA Catalog Price w/ IFF	Warranty	COO
132-33	ev_2dxtox-M	Annual Maintenance & Support for 2D Trend Gridding	1	\$281.95	N/A	US
132-33	ev_sa-M	Annual Maintenance for Slope Analysis (License fees provided for upgrade reference)	1	\$290.98	N/A	US
132-33	ev_3dxgsbx-MTM	Month to Month Maintenance for Geologic Structure Builder	1	\$293.48	N/A	US
132-33	ev_3dvx-MM	Monthly Maintenance & Support for 3D Viewer	1	\$318.31	N/A	US
132-33	ev_2dx-MM	Monthly Maintenance & Support for 2D Surface Modeling	1	\$331.61	N/A	US
132-33	ev_3dvx-MTM	Month to Month Maintenance for 3D Viewer	1	\$360.87	N/A	US
132-33	ev_2dx-MTM	Month to Month Maintenance for 2D Surface Modeling	1	\$376.83	N/A	US
132-33	WA-1-MM	Monthly Maintenance & Support for WellArchitect (Level 1)	1	\$504.58	N/A	US
132-33	WA-MM	Monthly Maintenance & Support for EV option for WellArchitect	1	\$504.58	N/A	US
SOFTWARE MAINTENANCE AS A PRODUCT						
132-33	WA-1-MTM	Month to Month Maintenance for WellArchitect (Level 1)	1	\$547.95	N/A	US
132-33	WA-MTM	Month to Month Maintenance & Support for EV option for WellArchitect	1	\$560.20	N/A	US
132-33	ev_gct-M	Annual Maintenance & Support for Geographic Coordinate Transformation	1	\$565.69	N/A	US
132-33	ev_3dx-MM	Monthly Maintenance for 3D Property Modeling - Extended (License fees provided for upgrade reference)	1	\$642.42	N/A	US
132-33	ev_3dx-MTM	Month to Month Maintenance for 3D Property Modeling - Extended (License fees provided for upgrade reference)	1	\$713.35	N/A	US
132-33	ev_2dxsvp-MM	Monthly Maintenance & Support for 2D Surface Modeling Package	1	\$745.67	N/A	US
132-33	ev_2d3d-MM	Monthly Maintenance for 2D 3D Modeling - Standard (License fees provided for upgrade reference)	1	\$766.55	N/A	US
132-33	ev_2dxsvp-MTM	Month to Month Maintenance for 2D Surface Modeling Package	1	\$844.98	N/A	US
132-33	ev_2d3d-MTM	Month to Month Maintenance for 2D 3D Modeling - Standard (License fees provided for upgrade reference)	1	\$851.18	N/A	US
132-33	ev_2dx3dx-MM	Monthly Maintenance for 2D 3D Modeling - Extended (License fees provided for upgrade reference)	1	\$924.53	N/A	US
132-33	ev_cellg-MTM	Month to Month Maintenance for Cellular Gridder	1	\$973.54	N/A	US
132-33	ev_do-M	Annual Maintenance for Map Digitizing (License fees provided for upgrade reference)	1	\$993.85	N/A	US

SIN	Mfr Part No	Description	QTY / Unit	GSA Catalog Price w/ IFF	Warranty	COO
132-33	ev_sl-M	Annual Maintenance for Seismic Line Editor (License fees provided for upgrade reference)	1	\$993.85	N/A	US
132-33	ev_cellg-MM	Monthly Maintenance & Support for Cellular Gridder	1	\$993.94	N/A	US
132-33	WA-2-MM	Monthly Maintenance & Support for WellArchitect (Level 2)	1	\$1,008.36	N/A	US
132-33	ev_2dx3dx-MTM	Month to Month Maintenance for 2D 3D Modeling - Extended (License fees provided for upgrade reference)	1	\$1,027.71	N/A	US
132-33	ev_env-MM	Monthly Maintenance & Support for Environmental Suite - Standard	1	\$1,033.84	N/A	US
132-33	WA-2-MTM	Month to Month Maintenance for WellArchitect (Level 2)	1	\$1,095.90	N/A	US
132-33	ev_env-MTM	Month to Month Maintenance for Environmental Suite - Standard	1	\$1,172.15	N/A	US
132-33	ev_2dx3dxsvp-MM	Monthly Maintenance for 2D 3D Modeling Package - Extended (License fees provided for upgrade reference)	1	\$1,215.52	N/A	US
132-33	ev_envx-MM	Monthly Maintenance & Support for Environmental Suite - Extended	1	\$1,219.14	N/A	US
132-33	ev_2dx3dxsvp-MTM	Month to Month Maintenance for 2D 3D Modeling Package - Extended (License fees provided for upgrade reference)	1	\$1,350.93	N/A	US
132-33	ev_gmx-MM	Monthly Maintenance for Geologic Modeling - Extended (License fees provided for upgrade reference)	1	\$1,369.47	N/A	US
132-33	ev_envx-MTM	Month to Month Maintenance for Environmental Suite - Extended	1	\$1,381.40	N/A	US
132-33	ev_gmxsvp-MM	Monthly Maintenance for Geologic Modeling Package - Extended (License fees provided for upgrade reference)	1	\$1,417.83	N/A	US
132-33	ev_ps-MM	Monthly Maintenance & Support for Petroleum Suite	1	\$1,459.43	N/A	US
132-33	ev_gmx-MTM	Month to Month Maintenance for Geologic Modeling - Extended (License fees provided for upgrade reference)	1	\$1,521.81	N/A	US
132-33	ev_sa	Slope Analysis (License fees provided for upgrade reference)	1	\$1,531.49	90 Days	US
132-33	ev_2dxtox	2D Trend Gridding	1	\$1,551.64	90 Days	US
132-33	ev_gmxsvp-MTM	Month to Month Maintenance for Geologic Modeling Package - Extended (License fees provided for upgrade reference)	1	\$1,575.01	N/A	US
132-33	ev_gs-M	Annual Maintenance & Support for Geostatistics	1	\$1,647.39	N/A	US
132-33	ev_ps-MTM	Month to Month Maintenance for Petroleum Suite	1	\$1,654.49	N/A	US
132-33	ev_wd-M	Annual Maintenance & Support for Well Display	1	\$2,061.47	N/A	US

SIN	Mfr Part No	Description	QTY / Unit	GSA Catalog Price w/ IFF	Warranty	COO
132-33	ev_3dxgsbx-M	Annual Maintenance & Support for Geologic Structure Builder	1	\$2,636.90	N/A	US
132-33	ev_gct	Geographic Coordinate Transformation	1	\$3,014.61	90 Days	US
132-33	ev_3dvx-M	Annual Maintenance & Support for 3D Viewer	1	\$3,248.69	N/A	US
132-33	ev_2dx-M	Annual Maintenance & Support for 2D Surface Modeling	1	\$3,390.55	N/A	US
132-33	WA-1-M	Annual Maintenance & Support for WellArchitect (Level 1)	1	\$5,040.20	N/A	US
132-33	WA-M	Annual Maintenance & Support for EV option for WellArchitect	1	\$5,040.20	N/A	US
132-33	ev_do	Map Digitizing (License fees provided for upgrade reference)	1	\$5,231.23	90 Days	US
132-33	ev_sl	Seismic Line Editor (License fees provided for upgrade reference)	1	\$5,231.23	90 Days	US
132-33	ev_3dx-M	Annual Maintenance for 3D Property Modeling - Extended (License fees provided for upgrade reference)	1	\$6,421.76	N/A	US
132-33	ev_2dxsvp-M	Annual Maintenance & Support for 2D Surface Modeling Package	1	\$7,604.80	N/A	US
132-33	ev_2d3d-M	Annual Maintenance for 2D 3D Modeling - Standard (License fees provided for upgrade reference)	1	\$7,663.88	N/A	US
132-33	ev_gs	Geostatistics	1	\$8,644.83	90 Days	US
132-33	ev_2dx3dx-M	Annual Maintenance for 2D 3D Modeling - Extended (License fees provided for upgrade reference)	1	\$9,246.95	N/A	US
132-33	WA-2-M	Annual Maintenance & Support for WellArchitect (Level 2)	1	\$10,078.79	N/A	US
132-33	ev_cellg-M	Annual Maintenance & Support for Cellular Gridder	1	\$10,143.28	N/A	US
132-33	ev_env-M	Annual Maintenance & Support for Environmental Suite - Standard	1	\$10,377.35	N/A	US
132-33	ev_wd	Well Display	1	\$10,861.47	90 Days	US
132-33	ev_2dx3dxsvp-M	Annual Maintenance for 2D 3D Modeling Package - Extended (License fees provided for upgrade reference)	1	\$12,156.78	N/A	US
132-33	ev_envx-M	Annual Maintenance & Support for Environmental Suite - Extended	1	\$12,430.84	N/A	US
132-33	ev_gmx-M	Annual Maintenance for Geologic Modeling - Extended (License fees provided for upgrade reference)	1	\$13,697.93	N/A	US
132-33	ev_3dxgsbx	Geologic Structure Builder	1	\$13,743.07	90 Days	US
132-33	ev_gmxsvp-M	Annual Maintenance for Geologic Modeling Package - Extended (License fees provided for upgrade reference)	1	\$14,178.34	N/A	US
132-33	COVIZ-M	Annual Maintenance & Support for CoViz 4D	1	\$14,186.40	N/A	US
132-33	ev_ps-M	Annual Maintenance & Support for Petroleum Suite	1	\$14,892.17	N/A	US

SIN	Mfr Part No	Description	QTY / Unit	GSA Catalog Price w/ IFF	Warranty	COO
132-33	ev_3dvx	3D Viewer	1	\$17,289.67	90 Days	US
132-33	ev_2dx	2D Surface Modeling	1	\$17,954.66	90 Days	US
132-33	WA-1	WellArchitect (Level 1)	1	\$25,934.51	90 Days	US
132-33	WA	EV option for WellArchitect	1	\$26,526.95		
132-33	ev_3dx	3D Property Modeling - Extended (License fees provided for upgrade reference)	1	\$33,797.48	90 Days	US
132-33	ev_2dxsvp	2D Surface Modeling Package	1	\$40,120.91	90 Days	US
132-33	ev_2d3d	2D 3D Modeling - Standard (License fees provided for upgrade reference)	1	\$40,334.51	90 Days	US
132-33	ev_cellg	Cellular Gridder	1	\$46,105.80	90 Days	US
132-33	ev_2dx3dx	2D 3D Modeling - Extended (License fees provided for upgrade reference)	1	\$48,669.02	90 Days	US
132-33	WA-2	WellArchitect (Level 2)	1	\$51,869.02	90 Days	US
132-33	ev_env	Environmental Suite - Standard	1	\$55,637.29	90 Days	US
132-33	ev_2dx3dxsvp	2D 3D Modeling Package - Extended (License fees provided for upgrade reference)	1	\$63,983.88	90 Days	US
132-33	COVIZ	CoViz 4D	1	\$64,483.63		
132-33	ev_envx	Environmental Suite - Extended	1	\$65,390.42	90 Days	US
132-33	ev_gmx	Geologic Modeling - Extended (License fees provided for upgrade reference)	1	\$72,092.70	90 Days	US
132-33	ev_gmxsvp	Geologic Modeling Package - Extended (License fees provided for upgrade reference)	1	\$74,623.68	90 Days	US
132-33	ev_ps	Petroleum Suite	1	\$78,911.84	90 Days	US
TRAINING						
132-50	es_12	Training - Proprietary Class (7-12 attendees) (price per day)	per day	\$2,847.31	N/A	US
132-50	es_6	Training - Proprietary Class (1-6 attendees) (price per day)	per day	\$1,750.08	N/A	US
132-50	es_6-add	Training - additional Attendee (price per attendee)	1	\$199.50	N/A	US
132-50	es_o	Training - Open Class (price per day/per person)	per day/per person	\$438.89	N/A	US
132-50	evsp	EarthVision Solution Project	per hour	\$219.45	N/A	US
132-50	in	Installation	per day	\$1,097.23	N/A	US

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

Dynamic Graphics, Inc. provides commercial products and services to the Federal Government. 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 Federal Government contracts. To accelerate potential opportunities please contact **Robin Gowen, 510-522-0700, robin@dgi.com, 510-522-5670 fax number.**

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

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ORDERING ACTIVITY) and **Dynamic Graphics, Inc.** enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

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

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

Signatures

ORDERING ACTIVITY DATE

Dynamic Graphics, Inc. DATE

BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

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

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

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

(2) Delivery:

DESTINATION	DELIVERY SCHEDULE/DATES
_____	_____
_____	_____

(3) The Government 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 FAX, or paper.

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

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

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

(h) Date of Shipment.

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

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

BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

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

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

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

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

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

Here is a general outline on how it works:

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

ADDENDUM 1 – UNIVERSITY PLANS

University Plans:

An institution of higher education, private or public, located within the US, whose mission is to teach, train, and engage in basic or applied research (organizations administered under a quasi-jurisdiction of a university such as national libraries, research corporations, institutes, etc., shall NOT be considered a University) that also meets the following eligibility requirements may participate in DGI's University Plan:

- ◆ University is actively involved in advanced research and teaching in specific areas of oil and gas, mining or environmental industries that are compatible to the areas of expertise of Dynamic Graphics.
- ◆ University demonstrates expertise and academic/industry leadership in the above areas.
- ◆ University is currently working with, or actively supporting, existing Dynamic Graphics clients or potential key clients.
- ◆ University can provide tangible benefits (e.g., software development ideas, client contacts, presentations at society meetings, technical papers) to Dynamic Graphics and the above industry as a whole through sophisticated usage of Dynamic Graphics software. Dynamic Graphics Corporate Management approval required.
- ◆ University is providing students with access to the latest developments in software technology so that this information and knowledge may be carried into the commercial marketplace when the students leave the University.

In addition:

- ◆ Dynamic Graphics' University Plan Application must be submitted to corporate by the candidate.
- ◆ University Plans require Corporate approval.
- ◆ Any visits to any university must be pre-approved by management.
- ◆ At the end of each University's license year, the sales representative is responsible for justifying the continuation of the license. Part of the justification should include documentation of completed minimum requirements.

University Plan A:

Target Universities: A University that has appropriate programs and students that will provide measurable benefit to Dynamic Graphics, in our field of emphasis.

License Duration: One year. Renewable yearly (at Dynamic Graphics discretion).

License Usage: Teaching and non-funded research; commercial use is prohibited.

License Fees: Annual fee.

US: Four Thousand US Dollars (\$4,000.00)

Non-US: 4000.00 Euro, \$5000.00 US or 3000.00 Sterling

Installation by Dynamic Graphics: If installed by Dynamic Graphics, fees charged at current rates.

Maintenance and Support: Included. Technical Support limited to email or fax correspondence.

Educational Services: One (1) attendee at an Open Class within four (4) months required, at no charge; fees at fifty percent (50%) discount for second attendee during the one (1) year period on a space-available basis only. Travel expenses to be paid by university or attendee.

Designated Contact: A user or site representative must be designated, as the main point of contact. Dynamic Graphics must be notified of this designation and of any changes to such contact.

University's Obligations:

1. Sign contract as-is.
2. Train one person within four (4) months, at no cost (except travel expenses).
3. Provide two (2) of the following (University will provide blanket permission for unrestricted use by Dynamic Graphics):
 - a. Participate in a poster session at specified tradeshow.
 - b. Write an article in journal
 - c. Provide a data set
 - d. Provide a training module
 - e. Prepare a How-To Manual (e.g. build a certain type of model)
 - f. Speak at a Dynamic Graphics' sponsored user meeting.

The university's designated contact is responsible for sending bi-yearly reports to appropriate Dynamic Graphics' contracting department.

University Plan B:

Target Universities: A University with high visibility in Dynamic Graphics' field of emphasis whose professors and students will actively and measurably interact with Dynamic Graphics personnel. The benefits should be obvious.

License Duration: Renewable Yearly (at DGI's discretion)

License Usage: Teaching and non-funded research; commercial use is prohibited.

License Fees: waived

Installation by Dynamic Graphics: Required; fees charged at current rates.

Maintenance and Support: Included. Technical support limited to email or fax correspondence.

Educational Services: One (1) attendee in Open Class required annually; fees charged at current rates less fifty percent (50%) discount (no other discount applicable). Travel expenses to be paid by university or attendee.

Classroom Licenses: Only one classroom license, if required, available per year. Classroom license is only available for use of students in a class and may not be used for commercial purposes or funded research.

Designated Contact: A user or site representative must be designated, as the main point of contact. Dynamic Graphics must be informed of this designation and of any changes to such contact.

University's Obligations:

1. Sign contract as-is.
2. Train one person within four (4) months, at no cost (except travel expenses).
3. Must provide a minimum of two (2) of the following; one (1) must be from Group B. (University will provide blanket permission for unrestricted use by Dynamic Graphics):

Group A

- a. Participate in a poster session at specified tradeshow.
- b. Write an article in journal
- c. Provide a data set
- d. Provide a training module
- e. Prepare a How-To Manual (e.g. build a certain type of model)
- f. Speak at a Dynamic Graphics' sponsored user meeting.

Group B

- a. Submit an application using Dynamic Graphics' software.
- b. Provide technical brief analyzing a problem solved through the University's use of Dynamic Graphics' software.
- c. Provide technical consultancy to Dynamic Graphics to enhance Dynamic Graphics' products and services.
- d. Assist Dynamic Graphics in arranging interviews with qualified students for placement in a Dynamic Graphics internship program or for potential employment.

The university's designated contact is responsible for sending bi-yearly reports to appropriate Dynamic Graphics' contracting department.