

**GSA Schedule Pricelist**

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

|                            |  |
|----------------------------|--|
| <b>SPECIAL ITEM 132-32</b> | <b>TERM SOFTWARE LICENSES</b> <ul style="list-style-type: none"><li>• <b>FSC CLASS 7030 INFORMATION TECHNOLOGY SOFTWARE</b></li></ul>      |
| <b>SPECIAL ITEM 132-33</b> | <b>PERPETUAL SOFTWARE LICENSES</b> <ul style="list-style-type: none"><li>• <b>FSC CLASS 7030 INFORMATION TECHNOLOGY SOFTWARE</b></li></ul> |
| <b>SPECIAL ITEM 132-34</b> | <b>MAINTENANCE OF SOFTWARE AS A SERVICE</b>  |

**LEVI, RAY & SHOUP, INC.  
2401 WEST MONROE STREET  
SPRINGFIELD, ILLINOIS 62704  
TELEPHONE: 217-793-3800  
FAX: 217-787-3286**

**INTERNET ADDRESS: [HTTP://WWW.LRS.COM](http://www.lrs.com)  
ELECTRONIC MAIL ADDRESS: [LRSMT@LRSINC.COM](mailto:LRSMT@LRSINC.COM)**

**CONTRACT NUMBER: GS-35F-0468J  
PERIOD COVERED BY CONTRACT: MAY 26, 1999 THROUGH MAY 25, 2019  
GENERAL SERVICES ADMINISTRATION  
FEDERAL SUPPLY SERVICE**

**PRICELIST CURRENT THROUGH MODIFICATION A518 DATED 05/26/2016  
Prices Shown Herein are Net (discount deducted)**

**Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are also available on the GSA Advantage!® System (<http://www.gsaadvantage.gov>)**

**II.**  
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## **INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS**

### **SPECIAL NOTICE TO AGENCIES: Small Business Participation**

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service ([www.gsaadvantage.gov](http://www.gsaadvantage.gov)). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page ([www.gsa.gov/fas](http://www.gsa.gov/fas)) contain information on a broad array of products and services offered by small business concerns.

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

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

#### **1. CUSTOMER INFORMATION:**

Customer information on awarded SINs is located on the Cover. Pricing is attached to the attached at the end of this Schedule.

#### **2. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)**

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

Special Item Number 132-32 - Term Software Licenses

Special Item Number 132-33 - Perpetual Software Licenses

Special Item Number 132-34 – Maintenance of Software

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

#### **4. 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.

#### **5. POINT OF PRODUCTION:** Springfield, Sangamon County, Illinois, USA

**6. DISCOUNTS:** Prices shown are NET Prices; Basic Discounts have been deducted. Government Educational Institutions are offered the same discounts as all other Government customers.

**7. QUANTITY DISCOUNTS:** Quantity discount of an additional 5% off GSA CPU Pricelist will be given when 2 or more MVS products are purchased at the same time. A secondary license discount of an additional 25% off

GSA CPU Pricelist will be given for identical product licensed to additional CPUs in the same computer room. The quantity discount will not be given in conjunction with the secondary license discount.

**8. PROMPT PAYMENT:** 1% - 20 days from receipt of invoice or date of acceptance, whichever is later for purchase only. No prompt payment discount is offered for maintenance.

**9. GOVERNMENT PURCHASE CARDS:** Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor will not agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

**10. FOREIGN ITEMS:** N/A

**11. 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) |
|---------------------|-----------------------------------|--------------------------|
| SIN 132-32 -        | TERM SOFTWARE LICENSES            | 30 Days                  |
| SIN 132-33 -        | PERPETUAL SOFTWARE LICENSES       | 30 Days                  |
| SIN 132-34 -        | SOFTWARE MAINTENANCE AS A SERVICE | 30 Days                  |

b. **EXPEDITED DELIVERY:** Items not available for expedited delivery.

c. **OVERNIGHT AND 2-DAY DELIVERY:** Items not available for overnight and 2-day delivery.

d. **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.

**12. FOB:** Destination

**13. ORDERING ADDRESS AND ORDERING PROCEDURES:**

The ordering address is as follows:

Levi, Ray & Shoup, Inc.  
2401 West Monroe Street  
Springfield, IL 62704

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.

c. FAR 8.405-3 Ordering procedures for supplies and services and information on Blanket Purchase Agreement (BPAs).

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

Phone: (217)793-3800 Facsimile: (217)787-3286

|                             |   |   |
|-----------------------------|---|---|
| <b>14. PAYMENT ADDRESS:</b> | Levi, Ray & Shoup, Inc.<br>2401 West Monroe Street<br>Springfield, Il 62704 | Illinois National Bank<br>PO Box 394<br>Springfield, Il 62701<br>ABA#071109338<br>Account #000906 |
|-----------------------------|---|---|

**15. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS**

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

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

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

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

**16. EXPORT PACKING:**

Export packing will be supplied at extra cost, if required, outside the scope of this contract.

**17. GOVERNMENT PURCHASE CARDS:** Contractor must accept the credit card for payments equal to or less than the micro-purchase for oral or written orders under this contract. The Contractor will not agree to use the credit card for dollar amounts over the micro-purchase threshold (See GSAR 552.232-79 Payment by Credit Card). In addition, bank account information for wire transfer payments will be shown on the invoice.

**18. through 24. N/A**

**25. DUNS Number:** 03-840-9868

**26. Central Contractor Registration (CCR):** Vendor is active and current on its CCR registration.

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

**2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)**

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

**3. GUARANTEE/WARRANTY**

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

**See Section 11.0 in both the General Terms and Conditions for Perpetual License Agreement and the General Terms and Conditions for Term License Agreement.**

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. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2).

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

**4. TECHNICAL SERVICES**

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number (217)793-3800 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8a.m. to 5p.m. Monday through Friday, excluding Contractor holidays.

**5. SOFTWARE MAINTENANCE**

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

XX (1) Software Maintenance as a Product (SIN 132-32 or SIN 132-33)  
Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently

Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

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

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

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(2) Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

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

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

**6. PERIODS OF TERM LICENSES (SIN 132-32) AND MAINTENANCE (SIN 132-34)**

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.
- b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

**7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE**

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

from one contract period to the next, provided the software remains on a term license within the ordering activity.

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

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

## **8. TERM LICENSE CESSATION**

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

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

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

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

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

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

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

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

accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

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

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

#### **10. SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 132-33)**

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

#### **11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

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

#### **12. RIGHT-TO-COPY PRICING**

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

**LEVI, RAY & SHOUP, INC.**  
**GENERAL TERMS AND CONDITIONS FOR PERPETUAL LICENSE**  
**AGREEMENT VERSION 3.3M**

**These General Terms and Conditions will apply between Levi, Ray & Shoup (“LRS”), Inc., an Illinois Corporation, and the GSA Customer from the latest signature date below.**

- 1.0 Definitions.
- 1.1 Affiliate means in relation to LRS, any Company controlling, controlled by or under common control with LRS. Control means direct or indirect beneficial ownership of more than fifty percent (50%) of the share capital, stock or other participating interest carrying the right to vote or to distribution of profits of LRS , as the case may be.
  - 1.2 Agreement means these General Terms and Conditions.
  - 1.3 Customer (or “Licensee”) means the GSA Customer a U.S. Government agency or instrumentality authorized to order good and services from LRS’ GSA Schedule Contract pursuant to FAR part 8.4.
  - 1.4 Critical Problem means a problem causing or threatening to cause a material interruption to the Licensee’s operations.
  - 1.5 Designated CPU is the computer on which Licensee is licensed to use the Software and which is listed on any Order or which is identified pursuant to Section 5.0. Any other CPU is a Non-Designated CPU.
  - 1.6 Designated Computer Room is Licensee’s facility located at the address listed on the Order or which is identified pursuant to Section 5.0.
  - 1.7 Documentation means all technical information and user manuals pertaining to any of Licensor’s software products which are made available to Licensee pursuant to the Agreement and the Maintenance Plan, regardless of the media or format in which they are delivered or made available, and technical documentation means that part of the Documentation that pertains specifically to the Software.
  - 1.8 Effective Date in reference to an Agreement is the latest signature date on the applicable Agreement.
  - 1.9 Intentionally deleted.
  - 1.10 Enhancement means improvements, fixes, modifications, changes, user exits, filters or new releases or versions of the licensed Software and any accompanying Documentation, regardless of the media or format in which they are delivered or made available.
  - 1.11 GSA Customer Purchase Order (“Order”) means a document used by an ordering activity to place an order under a GSA Schedule Contract pursuant to FAR part 8.4.
  - 1.12 Licensee means the ordering activity.
  - 1.13 Licensor (or “LRS”) means Levi, Ray & Shoup, Inc.
  - 1.14 Maintenance shall mean the maintenance and support services referenced in Section 8.0 and described in the Maintenance Plan, a copy of which is attached hereto as Exhibit A.
  - 1.15 Maintenance Due Date means the date upon which maintenance fees are due for Software.
  - 1.16 Software means the software product(s) listed in the Order regardless of the media or format in which they are delivered or made available, such term shall also include the Documentation and Enhancements made available to Licensee pursuant to this Agreement and the Maintenance Plan. The term Software Product may be used instead of the term Software to specifically refer to a single software product listed in the applicable Order including its technical documentation and applicable Enhancements.
  - 1.17 Upgrade means a change in the Licensee’s computing environment or usage that, according to the terms of this Agreement, requires the execution of a new Order.
  - 1.18 Warranty Period means the time period beginning on the Effective Date and ending one year thereafter.
- 2.0 License Fee. The license fee for the Software shall be set forth on the applicable Order.

- 3.0 Grant of License. Licensor hereby grants, and Licensee hereby accepts, a non-exclusive, nontransferable license to use the Software perpetually.
- 4.0 Restrictions on Use/No Outsourcing.
- 4.1 The Software shall be used only in machine-readable form and only by the Licensee for the internal purposes of the Licensee on the Designated CPU(s) in the Designated Computer Room and as set forth in the Order, except as set forth in this Section 4.0 and Section 5.0.
- 4.2 Licensee may allow its employees, agents, consultants and/or independent contractors (collectively referred to as "employees," hereinafter) access to the Software and Documentation, but only to the extent such access is necessary to allow the Licensee to directly use the Software or its computer systems effectively and provided that such employees are subject to confidentiality requirements at least as restrictive as those contained in this Agreement.
- 5.0 Use on Non-Designated CPU.
- 5.1 Use on Non-Designated CPU. The Software may be used on a Non-Designated CPU only in the following circumstances and only in the United States: 1) If the Designated CPU cannot be used because of equipment or software malfunction or an event beyond the control of Licensee, Licensee may use the Software temporarily on a Non-Designated CPU, provided Licensee gives Licensor written notice as soon as is reasonably possible under the circumstances and Licensee de-installs the Software from the Non-Designated CPU as soon as the Designated CPU is again operable; 2) Provided the Licensee gives the Licensor prior written notice and subject to Section 2.2, Licensee may use the Software permanently on a single replacement CPU, which replacement CPU shall become the Designated CPU under this Agreement; and, 3) The Licensee may use the Software temporarily on a different CPU for disaster recovery testing as long as it complies with Section 5.3.
- 5.2 CPU ID Checking. The Software does or will contain a program that will disable the Software once it is installed on a Non-Designated CPU after a period of no less than thirty (30) days and after repeated warning messages have been generated. If Licensee's anticipated use on a Non-Designated CPU may exceed thirty (30) days, it is incumbent upon Licensee to obtain a "key" from Licensor to allow such extended use. Licensor will issue a key for extended use if the Licensee so requests.
- 5.3 Restriction on Copies. Licensee may keep such copies of the Software at the Designated Computer Room as is customary and necessary as part of its automated back-up system. In addition, Licensee may keep one other copy of the Software at the Designated Computer Room for archival purposes. If the Licensee maintains a disaster recovery system, Licensee may keep one copy of the Software at a location other than the Designated Computer Room but only for disaster recovery purposes and provided that Licensor is notified in writing of such location.
- 5.4 Notice Content. Wherever in this Section 5.0, Licensee is required to give Licensor notice in writing, it shall include in such notice any information necessary for CPU ID checking and/or identified in the Agreement as relevant in an Upgrade fee, if any (e.g., the address of the applicable computer room, the manufacturer, machine type, model and serial numbers of both the original and replacing CPU).
- 6.0 Protection of Software and Licensee's Confidential Information.
- 6.1 Acknowledgment of Trade Secrets. This Agreement does not transfer any ownership or title in the Software or the Documentation to Licensee and all such ownership rights will remain in Licensor or its suppliers. Licensee acknowledges Licensor's representation that the Software and its Documentation contain valuable trade secrets and are protected by United States and international copyright laws and treaties. Licensee may not disclose or make available to third parties other than its employees, the Software, its Documentation or any portion thereof without Licensor's prior written approval, except as specifically allowed under Section 4.0. Licensor has the exclusive right to modify and enhance the Software and its Documentation, and the Licensee hereby agrees that it will make no effort to reverse engineer, reverse assemble, decompile or otherwise attempt to derive source code from the Software

- except as expressly authorized by applicable federal law for purposes of achieving interoperability.
- 6.2 Return Copies. Upon expiration or termination of the Agreement, or any Software license granted pursuant to the Agreement, Licensee shall immediately return the applicable Software and the Documentation and all copies thereof to Licensor, or Licensee shall immediately destroy the applicable Software and Documentation and all copies thereof and upon request, certify in writing to Licensor, its compliance with this paragraph within five (5) days after such request.
- 6.3 Proprietary Notices. All copies of the Software, in whole or in part, shall contain all restrictive and proprietary notices as they appear on the copy of the Software provided by Licensor. In no event may Licensee copy in whole or in part the Software or the Documentation without the Licensor's prior written consent except as allowed in Section 5.0.
- 6.4 Licensee's Confidential Information. All information, documents or records to which Licensor has access as a result of the Agreement and in which the Licensee has rights or which is marked as confidential shall be treated by Licensor as the Licensee's proprietary information and shall not be disseminated or disclosed to third parties without Licensee's prior written consent. When the end user is an instrumentality of the U.S. Government, neither this Agreement nor the Schedule Price List shall be deemed "Confidential Information" notwithstanding marking to that effect. Notwithstanding anything in this Agreement to the contrary, the GSA Customer may retain such Confidential Information as required by law, regulation or its bona fide document retention procedures for legal, regulatory or compliance purposes; provided however, that such retained Confidential Information will continue to be subject to the confidentiality obligations of this Agreement.
- 7.0 Warranty Against Infringement and Interference with Enjoyment.
- 7.1 Warranty/Exclusive Remedy. Licensor warrants that the Software will be delivered free of the rightful claim of any third party by way of infringement or misappropriation of rights arising under the laws of the United States.. Licensor further warrants that no act or omission of Licensor will result in a third party holding a claim that will interfere with Licensee's enjoyment of the Software. LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE FOREGOING WARRANTIES IS SET FORTH IN SECTIONS 7.2 AND 7.3.
- 7.2 Licensor's Duty To Indemnify. If a claim is made by a third party against Licensee that alleges a breach of the warranties set forth in Section 7.1, then Licensor shall defend against such claim at its own expense and shall indemnify Licensee and hold it harmless against any settlement or any final judgment, including an award of attorneys' fees, that may be awarded by a court of competent jurisdiction against Licensee as a result of the foregoing. Licensee shall give Licensor prompt written notice of such claim and shall provide Licensor with an opportunity to intervene in any litigation, at its own expense, through counsel of its choosing. Licensor shall provide the Government with all reasonable cooperation. Further, Licensor shall have no liability or duty to Licensee for any claim of infringement pursuant to this section when such claim of infringement is based on Licensee's or a third party's addition or modification to the Software that Licensor did not authorize in writing. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.
- 7.3 Licensor's Right To Correct. If a claim is made by a third party against Licensee that alleges intellectual property rights infringement or if Licensor believes that a likelihood of such a claim exists, Licensor may, work with the Government to procure for Licensee the right to continue using the Software, modify it to make it non-infringing but meeting the Software's functionality, or replace it with non- infringing software of like functionality. If none of the foregoing is reasonably available to Licensor, either party may terminate the applicable Agreement, in which case the Licensee shall return the Software to Licensor pursuant to Section 6.2 and Licensee will be refunded a sum equivalent to the license fee paid.
- 8.0 Maintenance and Source Code Escrow. Attached is the Maintenance Plan that provides for Maintenance, Enhancements and addresses the Licensor's source code escrow for all Software licensed

under the Agreement. A cancellation of the Maintenance Plan will not terminate the Agreement.

- 9.0 Licensee Obligations. Licensee will: (a) Ensure that the Software is used only as set forth in this Agreement and operated and maintained in accordance with its technical documentation; (b) Ensure that only adequately trained, competent and authorized persons are allowed to operate the Software; (c) In the event of an actual or apparent malfunction of the Software, take all reasonable actions to document or record the form, nature, apparent cause or symptoms of the malfunction. Upon request, such documents or records shall be supplied or provided to Licensor during the course of problem resolution.
- 10.0 Trap Date Mechanism. The Software may contain a trap date mechanism that will cause the Software to cease to operate on the trap date that is set by Licensor in the product key. This mechanism allows Licensor to extend software test periods prior to customer's acceptance and licensing of the Software . Upon receipt of an Order, Licensor shall provide Licensee license key(s) that will disable the trap date mechanism. The license key has no expiration date. Further, the Licensor has no remote access to the Software. If the Licensee requires a new key in accordance with Section 5.0 or otherwise because the Software is going to be or has been installed on a Non-Designated CPU, such key may also contain a trap date mechanism.
- 11.0 Warranties, Disclaimers, Remedy.
- 11.1 Limited Warranty. Licensor warrants that during the Warranty Period, the Software will function substantially in accordance with its technical documentation. Licensor does not warrant that the Software will be error free.
- 11.2 EXCLUSIVE REMEDY. LICENSEE'S EXCLUSIVE AND SOLE REMEDY FOR THE BREACH OF THE WARRANTY CREATED IN THIS SECTION 11 SHALL BE LIMITED TO REPAIR OF DEFECTS, REPLACEMENT OF SOFTWARE, OR LICENSEE MAY TERMINATE THE LICENSE FOR THE APPLICABLE SOFTWARE AND RECEIVE A REFUND OF LICENSE FEES ACTUALLY PAID TO LICENSOR FOR THE APPLICABLE SOFTWARE UNDER THE AGREEMENT.
- 12.0 Exclusions. Licensor's limited warranties set forth in Section 11.1, if in effect, shall be void if :  
(a) Corruption or loss of the Software or data is due to hardware failure or fault although Licensor's personnel will use reasonable efforts to assist if such problems arise; (b) Corruption to the Software or data is due to the interference or modification of the Software by the Licensee or third party, except where modification is allowed in the Documentation or with Licensor's written permission; (c) The failure of the Licensee to implement solutions previously provided by Licensor or to Licensee's failure to install an Enhancement made available under this Agreement..
- 13.0 [Intentionally deleted.] .
- 14.0 [Intentionally deleted.] .
- 15.0 Effect of Termination. Sections 6.0 (Protection of Software and Licensee's Confidential Information), and 7.0 (Warranty Against Infringement and Interference with Enjoyment) shall survive the expiration or termination of the Agreement.
- 16.0 Severability/Final Agreement/Conflicts.
- 16.1 Severability. If any provision of the Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, then the remainder of the Agreement shall not be affected.
- 16.2 Final Agreement/Conflicts. This Agreement, the underlying GSA Schedule Contract, the Schedule Price List and any applicable GSA Customer Purchase Orders constitute the complete, final and exclusive expression of the parties' agreement, and supersede all proposals and other communications made between the parties concerning the subject matter hereof. This Agreement, however shall not take precedence over the terms of the underlying GSA Schedule Contract or any specific, negotiated terms on the GSA Customer's Purchase Order.
- 17.0 Miscellaneous Clauses.

- 17.1 Modification. The Agreement cannot be modified except by written agreement signed by all the parties hereto.
- 17.2 Notice. All notices shall be in writing and shall be delivered personally or sent by certified mail with return receipt requested, sent by a nationally recognized overnight courier service, or sent via facsimile. Any notice or demand shall be deemed to have been delivered on the date of delivery or refusal, as the case may be, set forth on the return receipt. Any other notice or demand required hereunder shall be sufficient if sent via facsimile and shall be deemed to have been delivered upon transmittal with documented facsimile transmission confirmation. The parties agree that any such faxed notice sent by the Licensee and received by Licensor shall be deemed an authentic original and any signature thereon shall be deemed genuine, to the same extent as if a hard copy was delivered pursuant to any of the methods specified above.
- 17.3 Parties Bound. The Agreement shall be binding upon the parties hereto, their successors, permitted assigns, and legal representatives.
- 17.4 No Intended Third Party Beneficiaries. The Agreement is for the sole benefit of the parties hereto and their successors and permitted assigns. the Agreement shall not be construed as conferring any rights or remedies on any other party or entity..
- 17.5 Applicable Law. The Agreement shall be governed by the laws of the United States. This Agreement shall not be governed by the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods or the United Nations Convention on the Limitation Period in the International Sale of Goods.
- 17.6 Export Compliance. Licensee agrees to comply fully with all relevant export laws and regulations of the United States, including but not limited to the U.S. Export Administration Regulations (collectively, "U.S. Export Controls"). Licensee expressly agrees that it shall not, and shall cause its representatives to agree not to export, directly or indirectly, re-export, divert, or transfer the Software and/or Documentation or direct product thereof to any person, destination or Company restricted or prohibited by U.S. Export Controls.
- 17.7 Headings, Gender. All section headings contained in the Agreement are for convenience of reference only, do not form a part of the Agreement and shall not affect in any way the meaning or interpretation of the Agreement. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires. Further, reference to a single section number ending in a zero, e.g., 5.0, shall be a reference to all of the sections starting with the same number. For example, a reference to Section 5.0 is a reference to Sections 5.1, 5.2, 5.3, 5.4 and 5.5 as well.
- 17.8 Waiver. A waiver of a breach of any term of the Agreement shall not be construed as a waiver of any succeeding breach or as a waiver of the provision itself. A party's performance after the other party's breach shall not be construed as a waiver of that breach.
- 17.9 Mode of Delivery. Licensor's software products, maintenance, fixes, modifications, enhancements, new releases and documentation to which Licensee is entitled under the Agreement or any other agreement that may exist between the parties ("licensed software") will be made available to Licensee only by electronic delivery. Licensee may change the mode of delivery from intangible delivery to any tangible mode made generally available by Licensor by providing Licensor with an authorized writing from the Licensee requesting the change.

LEVI, RAY & SHOUP, INC.

THE GSA CUSTOMER

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **Exhibit A- Maintenance Plan 3.3M**

- 1.0 Maintenance shall only be provided in conjunction with the current release of the Software and the release immediately preceding the current release of the Software. Licensor shall provide the following Maintenance to Licensee
  - 1.1 Telephone support by qualified personnel shall be available between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday current U.S. Central Standard Time, excluding federal holidays (a list of which for any year shall be available upon request).
  - 1.2 Emergency telephone support for Critical Problems by qualified personnel shall be available every day of the year, twenty-four hours a day, with a response time of two hours or less.
  - 1.3 Licensor currently maintains a support section on its website and publishes a newsletter in support of its Software. All software code, documentation or other information contained within and made available to Licensee via the support section of the Web site shall be a part of the Software. As long as Licensor maintains these services, they shall be available to the Licensee.
  - 1.4 Licensor shall make available to the Licensee all Enhancements to the Software developed by Licensor.
  - 1.5 Licensor shall make available Enhancements to the Software if and as required to cause it to operate with new releases of the operating system so long as such updates are technically and commercially feasible.
- 2.0 Maintenance Fees.
  - 2.1 Maintenance shall be provided without charge to Licensee during the Warranty Period for the applicable Software and thereafter only upon Licensee's execution of a new Order. Maintenance fees in the amount set forth in the GSA Schedule Price List shall always be paid in accordance with the terms and conditions for payment stated in the underlying GSA Schedule Contract and any applicable GSA Customer Purchase Orders. Although Maintenance is optional, if Licensee chooses to order Maintenance, then Licensee must pay for Maintenance for all licenses of the same Software Product at the same Designated Computer Room.
  - 2.2 Should Licensee elect to reinstate Maintenance for any Software for which Maintenance has lapsed or been cancelled, all annual Maintenance fees that would have been paid, but for the lapse or cancellation, must be paid up to the amount it would cost Licensee to be re-licensed for the Software.
- 3.0 Warranty; Exclusive Remedy.
  - 3.1 Limited Warranties. Licensor warrants that during the Maintenance Plan it will perform the services detailed in Section 1.0 with reasonable care and skill and that the Software will function substantially in accordance with the technical documentation. Licensor does not warrant that the Software will be error free.
  - 3.2 EXCLUSIVE REMEDY. LICENSEE'S EXCLUSIVE AND SOLE REMEDY FOR BREACH OF THE WARRANTIES GIVEN IN SECTION 3.1 SHALL BE LIMITED TO REPAIR OF DEFECTS OR REPLACEMENTS OF THE APPLICABLE SOFTWARE, OR, IN THE EVENT LICENSOR IS UNABLE TO EFFECTUATE SUCH REPAIR OR REPLACEMENT WITHIN A REASONABLE PERIOD OF TIME, LICENSEE MAY TERMINATE MAINTENANCE FOR THE APPLICABLE SOFTWARE AND RECEIVE A REFUND OF MAINTENANCE FEES ACTUALLY PAID TO LICENSOR FOR THE APPLICABLE SOFTWARE DURING THE TWELVE (12) MONTHS PRECEDING THE BREACH.

4.0 [Intentionally deleted.]

5.0 [Intentionally deleted.]

6.0 [Intentionally deleted.]

7.0 Miscellaneous. If any provision of the Maintenance Plan shall be held invalid, the remainder of the Maintenance Plan, shall not be affected. The Maintenance Plan, the GSA Schedule Contract, the Schedule Price List and any applicable GSA Customer Purchase Orders constitute the complete, final and exclusive expression of the parties' agreement, and supersede all proposals and other communications made between the parties concerning maintenance. This Agreement, however shall not take precedence over the terms of the underlying GSA Schedule Contract or any specific, negotiated terms on the GSA Customer's Purchase Order. The Maintenance Plan cannot be modified except by written agreement signed by all the parties hereto.

**LEVI, RAY & SHOUP, INC.**  
**GENERAL TERMS AND CONDITIONS FOR TERM LICENSE AGREEMENT**  
**VERSION 3.3M**

These General Terms and Conditions will apply between Levi, Ray & Shoup, Inc. (“LRS”), an Illinois Corporation, and the GSA Customer from the latest signature date below.

- 1.0 Definitions.
- 1.1 Affiliate means in relation to LRS, any Company controlling, controlled by or under common control with LRS. Control means direct or indirect beneficial ownership of more than fifty percent (50%) of the share capital, stock or other participating interest carrying the right to vote or to distribution of profits of LRS.
  - 1.2 Agreement means these General Terms and Conditions.
  - 1.3 Customer (or “Licensee”) means the GSA Customer, a U.S. Government agency or instrumentality authorized to order good and services from LRS’ GSA Schedule Contract pursuant to FAR part 8.4 that places an Order.
  - 1.4 Critical Problem means a problem causing or threatening to cause a material interruption to the Licensee’s operations.
  - 1.5 Designated CPU is the computer on which Licensee is licensed to use the Software and which is listed in any applicable Order or which is identified pursuant to Section 5.0. Any other CPU is a Non-Designated CPU.
  - 1.6 Designated Computer Room is Licensee’s facility located at the address listed in any applicable Order or which is identified pursuant to Section 5.0.
  - 1.7 Documentation means all technical information and user manuals pertaining to any of Licensor's software products which are made available to Licensee pursuant to this Agreement, regardless of the media or format in which they are delivered or made available. Technical documentation means that part of the Documentation that pertains specifically to the Software.
  - 1.8 Effective Date in reference to an Agreement is the latest signature date on the Agreement.
  - 1.9 Intentionally deleted.
  - 1.10 Enhancement means improvements, fixes, modifications, changes, user exits, filters, new releases or versions of the licensed Software and any accompanying Documentation, regardless of the media or format in which they are delivered or made available.
  - 1.11 GSA Customer Purchase Order (“Order”) means a document used by an ordering activity to place an order under a GSA Schedule Contract pursuant to FAR part 8.4. Licensee means the ordering activity.
  - 1.12 Licensor or LRS means Levi, Ray & Shoup, Inc.
  - 1.13 Software means the software products listed on the Order regardless of the media or format in which they are delivered or made available. Such term shall also include the Documentation and Enhancements made available to Licensee pursuant to this Agreement.
  - 1.14 Term means the period designated as such in the applicable Order.
- 2.0 License Fee/No Upgrade. The license fee for the Software shall be set forth in the Order and shall include maintenance as described in Section 8.0. During the Term, there shall be no charge for increases to the capacity of the Designated CPU(s).
- 3.0 Grant of License. Licensor hereby grants, and Licensee hereby accepts, a non-exclusive, nontransferable license to use the Software for the Term.
- 4.0 Restrictions on Use/No Outsourcing.
- 4.1 The Software may be used only in machine-readable form and only by the Licensee for the internal purposes of the Licensee on the Designated CPU(s) in the Designated Computer Room and as set forth in the Order, except as set forth in this Section 4.0 and Section 5.0.
  - 4.2 Licensee may allow its employees, agents, consultants and/or independent contractors (collectively referred to as “employees,” hereinafter) access to the Software and Documentation, but only to the extent such access is necessary to allow the Licensee to directly use the Software or its computer systems and provided that such employees are subject to confidentiality requirements at least as restrictive as those provided in this Agreement.

- 5.0 Use on Non-Designated CPU.
- 5.1 Use on Non-Designated CPU. The Software may be used on a Non-Designated CPU only in the following circumstances and only in the United States: 1) If the Designated CPU cannot be used because of equipment or software malfunction or an event beyond the control of Licensee, Licensee may use the Software temporarily on a Non-Designated CPU, provided Licensee gives Licensor written notice as soon as is reasonably possible under the circumstances and Licensee de-installs the Software from the Non-Designated CPU as soon as the Designated CPU is again operable; 2) Provided the Licensee gives the Licensor prior written notice, Licensee may use the Software permanently on a single replacement CPU, which replacement CPU shall become the Designated CPU under the Agreement; and, 3) The Licensee may use the Software temporarily on a different CPU for disaster recovery testing as long as it complies with Section 5.3.
- 5.2 CPU ID Checking. The Software does or will contain a program that will disable the Software once it is installed on a Non-Designated CPU after a period of no less than thirty (30) days and after repeated warning messages have been generated. If Licensee's anticipated use on a Non- Designated CPU may exceed thirty (30) days, it is incumbent upon Licensee to obtain a "key" from Licensor to allow extended use. Licensor will issue a key for extended use if the Licensee so requests.
- 5.3 Restriction on Copies. Licensee may keep such copies of the Software at the Designated Computer Room as is customary and necessary as part of its automated back-up system. In addition, Licensee may keep one other copy of the Software at the Designated Computer Room for archival purposes. If the Licensee maintains a disaster recovery system, Licensee may keep one copy of the Software at a location other than the Designated Computer Room, but only for disaster recovery purposes and provided that Licensor is notified in writing of such location.
- 5.4 Notice Content. Wherever in this Section 5.0, Licensee is required to give Licensor notice in writing, it shall include in such notice any information necessary for CPU ID checking and/or identified in the Agreement as relevant (e.g. the address of the applicable computer room, the manufacturer, machine type, model and serial numbers of both the original and replacing CPU).
- 6.0 Protection of Software and Licensee's Confidential Information.
- 6.1 Acknowledgment of Trade Secrets. This Agreement does not transfer any ownership or title in the Software or the Documentation to Licensee and all such ownership rights will remain in Licensor or its suppliers. Licensee acknowledges Licensor's representation that the Software and its Documentation contain valuable trade secrets and are protected by United States and international copyright laws and treaties. Licensee may not disclose or make available to third parties other than its employees, the Software, its Documentation or any portion thereof without Licensor's prior written approval, except as specifically allowed under Section 4.0. Licensor has the exclusive right to modify and enhance the Software and its Documentation, and the Licensee hereby agrees that it will make no effort to reverse engineer, reverse assemble, decompile or otherwise attempt to derive source code from the Software except as expressly authorized by applicable federal law for purposes of achieving interoperability.
- 6.2 Return Copies. Upon expiration or termination of the Agreement, or any Software license granted pursuant to the Agreement, Licensee shall immediately return the applicable Software and the Documentation and all copies thereof to Licensor. Or, Licensee shall immediately destroy the applicable Software and Documentation and all copies thereof and upon request, certify in writing to Licensor, its compliance with this paragraph within five (5) days after such request.
- 6.3 Proprietary Notices. All copies of the Software, in whole or in part, shall contain all restrictive and proprietary notices as they appear on the copy of the Software provided by Licensor. In no event may Licensee copy in whole or in part, the Software or the Documentation without the Licensor's prior written consent except as allowed in Section 5.0.
- 6.4 Licensee's Confidential Information. All information, documents or records to which Licensor has access as a result of the Agreement and in which the Licensee has rights or which is marked as confidential shall be treated by Licensor as the Licensee's proprietary information and shall not be disseminated or disclosed to third parties without Licensee's prior written

consent. When the end user is an instrumentality of the U.S. Government, neither this Agreement nor the Schedule Price List shall be deemed "confidential information" notwithstanding marking to that effect. Notwithstanding anything in this Agreement to the contrary, the GSA Customer may retain such Confidential Information as required by law, regulation or its bona fide document retention procedures for legal, regulatory or compliance purposes; provided however, that such retained Confidential Information will continue to be subject to the confidentiality obligations of this Agreement.

## 7.0 Warranty Against Infringement and Interference with Enjoyment.

- 7.1 Warranty/Exclusive Remedy. Licensor warrants that the Software will be delivered free of the rightful claim of any third party by way of infringement or misappropriation of rights arising under the laws of the United States. Licensor further warrants that no act or omission of Licensor will result in a third party holding a claim that will interfere with Licensee's enjoyment of the Software. LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE FOREGOING WARRANTIES IS SET FORTH IN SECTIONS 7.2 AND 7.3.
- 7.2 Licensor's Duty To Indemnify. If a claim is made by a third party against Licensee that alleges a breach of the warranties set forth in Section 7.1, then Licensor shall defend against such claim at its own expense and shall indemnify Licensee and hold it harmless against any settlement or any final judgment, including an award of attorneys' fees, that may be awarded by a court of competent jurisdiction against Licensee as a result of the foregoing. Licensee shall give Licensor prompt written notice of such claim and shall provide Licensor with an opportunity to intervene in any litigation, at its own expense, through counsel of its choosing. Licensor shall provide the Government with all reasonable cooperation. Further, Licensor shall have no liability or duty to Licensee for any claim of infringement pursuant to this section when such claim is based on Licensee's or a third party's addition or modification to the Software that Licensor did not authorize in writing..
- 7.3 Licensor's Right To Correct. If a claim is made by a third party against Licensee that alleges intellectual property rights infringement, or if Licensor believes that a likelihood of such a claim exists, Licensor may work with the Government to procure for Licensee the right to continue using the Software, modify it to make it non-infringing but meeting the Software's functionality, or replace it with non-infringing software of like functionality. If none of the foregoing is reasonably available to Licensor, either party may terminate the applicable Agreement, in which case the Licensee shall return the Software to Licensor pursuant to Section 6.2 and Licensee's obligation to pay license fees shall cease and Licensee will be refunded on a pro rata basis any prepaid license fees for the remainder of the Term.

## 8.0 Maintenance and Support. The maintenance and support services set forth in this Section 8.0 shall only be provided in conjunction with the current release of the Software and the release immediately preceding the current release of the Software. Licensor shall provide the following maintenance and support services to Licensee subject to the terms and conditions of this Agreement.

- 8.1 Telephone support by qualified personnel shall be available between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday current U.S. Central Standard Time, excluding federal holidays (a list of which for any year shall be available upon request).
- 8.2 Emergency telephone support for Critical Problems by qualified personnel shall be available every day of the year, twenty-four hours a day, with a response time of two hours or less.
- 8.3 Licensor currently maintains a support section on its website and publishes a newsletter in support of its Software. All software code, documentation or other information contained within and made available to Licensee via the support section of the website shall be a part of the Software. As long as Licensor maintains these services, they shall be available to the Licensee.
- 8.4 Licensor shall make available to the Licensee all Enhancements to the Software developed by Licensor.
- 8.5 Licensor shall make available Enhancements to the Software if and as required to cause it to operate with new releases of the operating system so long as such updates are technically and commercially feasible.

## 9.0 Licensee Obligations. Licensee will: (a) Ensure that the Software is used only as set forth in this

Agreement and operated and maintained in accordance with its technical documentation; (b) Ensure that only adequately trained, competent and authorized persons are allowed to operate the Software; (c) In the event of an actual or apparent malfunction of the Software, take all reasonable actions to document or record the form, nature, apparent cause or symptoms of the malfunction. Upon request, such documents or records shall be supplied or provided to Licensor during the course of problem resolution.

10.0 Trap Date Mechanism. The Software may contain a trap date mechanism that will cause the Software to cease to operate on the trap date that is set by Licensor in the product key. This mechanism allows Licensor to extend software test periods prior to customer's acceptance and licensing of the Software. The trap date mechanism shall never be fully disabled during a term license. Licensee will be provided with license keys which will prevent the Software from being disabled by the trap date mechanism during the Term. Further, the Licensor has no remote access to the Software. If the Licensee requires a new key in accordance with Section 5.0 or otherwise because the Software is going to be or has been installed on a Non-Designated CPU, such key may also contain a trap date mechanism.

11.0 Warranties, Disclaimers, Remedy.

11.1 Limited Warranty. Licensor warrants that it will perform the services detailed in Section 8.0 with reasonable care and skill and that, during the Term, the Software will function substantially in accordance with its technical documentation. Licensor does not warrant that the Software will be error free.

11.2 EXCLUSIVE REMEDY. LICENSEE'S EXCLUSIVE AND SOLE REMEDY FOR THE BREACH OF THE WARRANTIES CREATED IN THIS SECTION 11. SHALL BE LIMITED TO REPAIR OF DEFECTS, REPLACEMENT OF SOFTWARE, OR LICENSEE MAY TERMINATE THE LICENSE FOR THE APPLICABLE SOFTWARE AND RECEIVE A REFUND OF LICENSE FEES ACTUALLY PAID TO LICENSOR FOR THE APPLICABLE SOFTWARE UNDER THE AGREEMENT DURING THE FIRST THREE YEARS OF THE TERM OR, IF THE TERM IS LESS THAN THREE YEARS, THE LICENSE FEES ACTUALLY PAID UNDER THE AGREEMENT DURING THE TERM.

12.0 Exclusions. Licensor's limited warranty set forth in Section 11.1 shall be void if, and its service obligations set forth in Section 8.0 do not include circumstances where: (a) Corruption or loss of the Software or data is due to hardware failure or fault, although Licensor's personnel will use reasonable efforts to assist if such problems arise; (b) Corruption to the Software or data is due to the interference or modification of the Software by the Licensee or third party, except where modification is allowed in the Documentation or with Licensor's written permission; (c) The failure of the Licensee to implement solutions previously provided by Licensor or Licensee's failure to install an Enhancement made available under the Agreement.

13.0 [Intentionally deleted.]

14.0 [Intentionally deleted.]

15.0 Effect of Termination. Sections 6.0 (Protection of Software and Licensee's Confidential Information) and 7.0 (Warranty Against Infringement and Interference with Enjoyment) shall survive the expiration or termination of this Agreement.

16.0 General and Miscellaneous Clauses.

16.1 Notice. All notices shall be in writing and shall be delivered personally or sent by certified mail with return receipt requested or by a nationally recognized overnight courier service or sent via facsimile. Any notice or demand mailed as aforesaid shall be deemed to have been delivered on the date of delivery or refusal, as the case may be, set forth on the return receipt. If sent via facsimile, such notice and shall be deemed to have been delivered upon transmittal with documented facsimile transmission confirmation. The parties agree that any such faxed notice sent by the Licensee and received by Licensor shall be deemed an authentic original and any signature thereon shall be deemed genuine to the same extent it would have, if a hard copy was sent via one of the methods described herein.

16.2 Severability. If any provision of this Agreement shall be held invalid, the remainder of the Agreement, shall not be affected.

16.3 Parties Bound. The Agreement shall be binding upon the parties hereto, their successors,

- permitted assigns, and legal representatives.
- 16.4 No Intended Third Party Beneficiaries. The Agreement is for the sole benefit of the parties hereto and their successors and permitted assigns and the Agreement shall not be construed as conferring any rights or remedies on any other person or entity.
- 16.5 Applicable Law. The Agreement shall be governed by the laws of the United States. This Agreement shall not be governed by the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods or the United Nations Convention on the Limitation Period in the International Sale of Goods
- 16.6 Export Compliance. Licensee agrees to comply fully with all relevant export laws and regulations of the United States, including but not limited to the U.S. Export Administration Regulations (collectively, U.S. Export Controls). Without limiting the generality of the foregoing, Licensee expressly agrees that it shall not, and shall cause its representatives to agree not to export, directly or indirectly, re-export, divert, or transfer the Software and/or Documentation or direct product thereof to any destination, person or Company restricted or prohibited by U.S. Export Controls.
- 16.7 Headings, Gender. All section headings contained in the Agreement are for convenience of reference only, do not form a part of the Agreement and shall not affect in any way the meaning or interpretation of the Agreement. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires. Further, reference to a single section number ending in a zero, e.g., 5.0, shall be a reference to all of the sections starting with the same number. For example, a reference to Section 5.0 is a reference to Sections 5.1, 5.2, 5.3, 5.4, and 5.5 as well.
- 16.8 Waiver. A waiver of a breach of any term of the Agreement shall not be construed as a waiver of any succeeding breach or as a waiver of the provision itself. A party's performance after the other party's breach shall not be construed as a waiver of that breach.
- 16.9 Final Agreement/Conflicts. The Agreement, the underlying GSA Schedule Contract, the Schedule Price List and any applicable Orders constitute the complete, final and exclusive expression of the parties' agreement, and supersede all proposals and other communications made between the parties concerning the subject matter hereof. This Agreement, however shall not take precedence over the terms of the underlying GSA Schedule Contract or any specific, negotiated terms on the Order.
- 16.10 Modification. The Agreement cannot be modified except by written agreement signed by all the parties hereto.
- 16.11 Mode of Delivery. Licensor's software products, maintenance, fixes, modifications, enhancements, new releases and documentation to which Licensee is entitled under the Agreement or any other agreement that may exist between the parties (licensed software) will be made available to Licensee only by electronic delivery. Licensee may change the mode of delivery from intangible delivery to any tangible mode made generally available by Licensor by providing Licensor with an authorized writing from the Licensee requesting the change.

LEVI, RAY & SHOUP

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

THE GSA CUSTOMER

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# **Price List**

**Software License Effective Dates Beginning July 1, 2016**

**Maintenance Effective Dates Beginning October 1, 2016**



Confidential Price List (Government (IFF))

| Total Supported Printers                            | VPSX Enterprise™  | VPSX Enterprise with VPSX/Output Manager® | VPSX/Output Manager | VPSX/Workplace™   | VPSX/DirectPrint™ | VPSX/MFI VPSX/DPE |
|---|-------------------|---|---------------------|-------------------|-------------------|-------------------|
| 50  | \$12,353          | \$15,441                                  | \$9,265             | \$7,412           | \$4,942           | \$4,942           |
| 100   | \$17,103          | \$21,379                                  | \$12,827            | \$10,261          | \$6,842           | \$6,842           |
| 150   | \$21,854          | \$27,318                                  | \$16,390            | \$13,112          | \$8,742           | \$8,742           |
| 200   | \$26,603          | \$33,254                                  | \$19,953            | \$15,962          | \$10,642          | \$10,642          |
| 300   | \$36,102          | \$45,128                                  | \$27,077            | \$21,662          | \$14,441          | \$14,441          |
| 400   | \$45,603          | \$57,004                                  | \$34,203            | \$27,362          | \$18,241          | \$18,241          |
| 500   | \$55,103          | \$68,879                                  | \$41,328            | \$33,062          | \$22,042          | \$22,042          |
| 600   | \$60,802          | \$76,003                                  | \$45,602            | \$36,481          | \$24,321          | \$24,321          |
| 700   | \$66,503          | \$83,129                                  | \$49,877            | \$39,902          | \$26,601          | \$26,601          |
| 800   | \$72,201          | \$90,251                                  | \$54,151            | \$43,321          | \$28,881          | \$28,881          |
| 900   | \$77,903          | \$97,379                                  | \$58,426            | \$46,742          | \$31,161          | \$31,161          |
| 1,000   | \$81,703          | \$102,129                                 | \$61,277            | \$49,021          | \$32,681          | \$32,681          |
| Over 1000<br>(Sold in 100 Supported Printer Blocks) | \$3,800 per block | \$4,750 per block                         | \$2,851 per block   | \$2,279 per block | \$1,520 per block | \$1,520 per block |

| Total Supported Printers                            | Innovate/Audit  | 1 <sup>st</sup> Transform Product | Each Additional Transform Product | Innovate/Mill®    |
|---|-----------------|-----------------------------------|-----------------------------------|-------------------|
| 50  | \$1,855         | \$3,709                           | \$1,855                           | \$3,709           |
| 100   | \$2,566         | \$5,133                           | \$2,567                           | \$5,133           |
| 150   | \$3,280         | \$6,558                           | \$3,279                           | \$6,558           |
| 200   | \$3,992         | \$7,983                           | \$3,992                           | \$7,983           |
| 300   | \$5,417         | \$10,833                          | \$5,417                           | \$10,833          |
| 400   | \$6,842         | \$13,683                          | \$6,842                           | \$13,683          |
| 500   | \$8,267         | \$16,532                          | \$8,266                           | \$16,532          |
| 600   | \$9,122         | \$18,243                          | \$9,122                           | \$18,243          |
| 700   | \$9,976         | \$19,952                          | \$9,976                           | \$19,952          |
| 800   | \$10,832        | \$21,662                          | \$10,831                          | \$21,662          |
| 900   | \$11,687        | \$23,373                          | \$11,687                          | \$23,373          |
| 1,000   | \$12,257        | \$24,512                          | \$12,256                          | \$24,512          |
| Over 1000<br>(Sold in 100 Supported Printer Blocks) | \$570 per block | \$1,139 per block                 | \$570 per block                   | \$1,139 per block |



## Confidential Price List (Government (IFF))

**Pricing Notes:**

- 1) For these notes the term “VPSX Software” means VPSX Enterprise and all products with a VPSX prefix.
- 2) Prices for VPSX Software are determined by the total number of definitions of output devices (e.g. printers, multi-function devices, fax servers) and/or specified users supported by all VPSX Software at a single location (“Supported Printers”). e.g., If all servers are in a single data center, then determine the number of Supported Printers required and select the appropriate Supported Printer band to determine the price. Each separate location is priced separately based on the number of Supported Printers at that location.
- 3) The following separately licensed products are licensed free of charge when licensed with VPSX Enterprise: VPSX/MI, VPSX/CI, VPSX/MFI, VPSX/DPE and VPSX/EI.
- 4) Innovate/Audit price is determined based on Supported Printers plus printers for which print data is collected by PDM, but not defined to VPSX Enterprise, VPSX/Workplace or VPSX/DirectPrint.
- 5) The price for printable data stream Transform products and Innovate/Mill is determined by the number of Supported Printers licensed for VPSX Software except VPSX/DirectPrint.
- 6) Supported Printer capacity will be sold in blocks of Supported Printers shown above.
- 7) License fees for additional Supported Printers in excess of 1000 Supported Printers will be sold in 100 printer blocks. EXAMPLE: Licensing 1200 VPSX Enterprise Supported Printers will be calculated using the Annual Fee for 1000 Supported Printers, plus the Annual Fee for 2 blocks of 100 additional Supported Printers.
- 8) Prices are exclusive of taxes and are subject to change at any time.
- 9) Annual term license fees shall include maintenance.
- 10) Prices shown require a minimum commitment of 5 years. The annual fee indicated above is the annual fee for the first year of the license term and is subject to annual increases during the license term.

**Available Transform Products:**

|                              |                              |                                   |                                   |
|------------------------------|------------------------------|-----------------------------------|-----------------------------------|
| <b>Transform/AFP to AFP</b>  | <b>Transform/IFF to ZPL</b>  | <b>Transform/PCL to IFF</b>       | <b>Transform/Prescribe to PDF</b> |
| <b>Transform/AFP to IFF</b>  | <b>Transform/Impress</b>     | <b>Transform/PCL to PCL</b>       | <b>Transform/PS to AFP</b>        |
| <b>Transform/AFP to PCL</b>  | <b>Transform/MMD to AFP</b>  | <b>Transform/PCL to PDF</b>       | <b>Transform/PS to IFF</b>        |
| <b>Transform/AFP to PCL6</b> | <b>Transform/MMD to PCL</b>  | <b>Transform/PCL to ZPL</b>       | <b>Transform/PS to PCL</b>        |
| <b>Transform/AFP TO PDF</b>  | <b>Transform/MMD to PCL6</b> | <b>Transform/PCL6 to PCL6</b>     | <b>Transform/PS to PDF</b>        |
| <b>Transform/AFP to PS</b>   | <b>Transform/MMD to PDF</b>  | <b>Transform/PCL6 to PDF</b>      | <b>Transform/PS to PS</b>         |
| <b>Transform/AFP to ZPL</b>  | <b>Transform/MMD to PS</b>   | <b>Transform/PDF to AFP</b>       | <b>Transform/XES to PCL</b>       |
| <b>Transform/DJDE to AFP</b> | <b>Transform/MMD to ZPL</b>  | <b>Transform/PDF to IFF</b>       | <b>Transform/XES to PDF</b>       |
| <b>Transform/DJDE to PCL</b> | <b>Transform/OTF to AFP</b>  | <b>Transform/PDF to PCL</b>       | <b>Transform/XES to PS</b>        |
| <b>Transform/DJDE to PDF</b> | <b>Transform/OTF to PCL</b>  | <b>Transform/PDF to PCL6</b>      | <b>Transform/XPS to PCL</b>       |
| <b>Transform/DJDE to PS</b>  | <b>Transform/OTF to PCL6</b> | <b>Transform/PDF to PDF</b>       |                                   |
| <b>Transform/IFF to AFP</b>  | <b>Transform/OTF to PDF</b>  | <b>Transform/PDF to PS</b>        |                                   |
| <b>Transform/IFF to PCL</b>  | <b>Transform/OTF to PS</b>   | <b>Transform/PDF to TXT</b>       |                                   |
| <b>Transform/IFF to PDF</b>  | <b>Transform/OTF to ZPL</b>  | <b>Transform/PDF to ZPL</b>       |                                   |
| <b>Transform/IFF to PS</b>   | <b>Transform/PCL to AFP</b>  | <b>Transform/Prescribe to PCL</b> |                                   |



Confidential Price List (Government (IFF))

| Total Users                                   | PageCenterX®      | 1 <sup>st</sup> Transform Product | Each Additional Transform Product |
|---|-------------------|-----------------------------------|-----------------------------------|
| 50  | \$24,704          | \$3,709                           | \$1,855                           |
| 100   | \$34,205          | \$5,133                           | \$2,567                           |
| 150   | \$43,705          | \$6,558                           | \$3,279                           |
| 200   | \$53,205          | \$7,983                           | \$3,992                           |
| 300   | \$72,203          | \$10,833                          | \$5,417                           |
| 400   | \$91,204          | \$13,683                          | \$6,842                           |
| 500   | \$110,205         | \$16,532                          | \$8,266                           |
| 600   | \$121,603         | \$18,243                          | \$9,122                           |
| 700   | \$133,003         | \$19,952                          | \$9,976                           |
| 800   | \$144,402         | \$21,662                          | \$10,831                          |
| 900   | \$155,804         | \$23,373                          | \$11,687                          |
| 1,000   | \$163,403         | \$24,512                          | \$12,256                          |
| Over 1000 (Sold in 100 Supported User Blocks) | \$7,599 per block | \$1,139 per block                 | \$569 per block                   |

| Total Number of Workstations | PageCenterX/Satellite |
|------------------------------|-----------------------|
| 1-50                         | \$748                 |
| 51-100                       | \$674                 |
| 101+                         | \$599                 |

PREREQUISITE: License fees for PageCenterX are not included in the PageCenterX/Satellite license fee.

Pricing Notes:

- 1) Price for PageCenterX is determined according to the number of users supported by all PageCenterX systems at a single location. e.g. If all Windows servers are in a single data center, then determine the number of users required and select the appropriate user band to determine the price. Each separate location is priced separately based on the number of users at that location.
- 2) Users will be sold in blocks of users shown above.
- 3) The price for viewable data stream Transform products is determined by the number of dedicated users licensed for PageCenterX® at a single location.
- 4) Price for PageCenterX/Satellite is per workstation that is registered to PageCenterX and the number of licensed workstations must be less than or equal to the total number of users licensed for PageCenterX. Licensed in minimum increments of 5 workstations.
- 5) Prices are exclusive of taxes and are subject to change at any time.
- 6) Annual term license fees include maintenance.
- 7) Prices shown require a minimum commitment of 5 years. The annual fee indicated above is the annual fee for the first year of the license term and is subject to annual increases during the license term.



Confidential Price List (Government (IFF))

Mobile Connector for VPSX®

| Tier | Maximum Users          | Perpetual Fee | Annual Maintenance | Annual Term Fee |
|------|------------------------|---------------|--------------------|-----------------|
| 1    | Up to 1,000 Users      | \$7,482       | \$1,817            | \$2,494         |
| 2    | Up to 5,000 Users      | \$14,964      | \$3,634            | \$4,990         |
| 3    | Up to 10,000 Users     | \$29,928      | \$7,269            | \$9,976         |
| 4    | More than 10,000 Users | \$44,892      | \$10,903           | \$14,964        |

Pricing Notes:

- 1) Price is determined according to the maximum number of users submitting print jobs from a mobile device (i.e., smartphone, tablet, etc.).
- 2) User capacity will be sold in blocks of Maximum Users shown above.
- 3) Tiered based licensing works as follows:
  - If a customer has 400 users, they must purchase a Tier 1 license for up to 1,000 users.
  - If a customer has more than 1,000 but less than 5,000 users, they will purchase a Tier 2 license for up to 5,000 users.
  - If users increase above the tier that has been licensed, the difference between the tier licensed and the tier required will be charged.
  - Once a customer reaches Tier 4, “more than 10,000 users,” they will be granted an enterprise license.
  - Due to the relatively low price of this product, we do not anticipate negotiating different Tier levels than those listed.
- 4) Prices are exclusive of taxes and are subject to change at any time.
- 5) Annual term license fees include maintenance.
- 6) Prices shown require a minimum commitment of 5 years. The annual fee indicated above is the annual fee for the first year of the license term and is subject to annual increases during the license term.



Confidential Price List (Government (IFF))

Virtual Session Printer Agent for VPSX® (VSPA)

|                            |
|----------------------------|
| <b>Annual Fee for VSPA</b> |
| <b>\$22,446</b>            |

Pricing Notes:

- 1) Pricing is based on a flat annual fee, not on number of printer definitions.
- 2) Annual term license fees include maintenance.
- 3) Prices are exclusive of taxes and are subject to change at any time.
- 4) Prices shown require a minimum commitment of 5 years. The annual fee indicated above is the annual fee for the first year and is subject to annual increases. Pricing does not include professional services. Professional services to meet customer requirements will be subject to additional fees.



Confidential Price List (Government (IFF))

| LRS Product Name              | Annual Fee     |                  |                | Perpetual Fee  |                  |                | Annual Maintenance |                  |                |
|-------------------------------|----------------|------------------|----------------|----------------|------------------|----------------|--------------------|------------------|----------------|
|                               | Quantity 1-499 | Quantity 500-999 | Quantity 1000+ | Quantity 1-499 | Quantity 500-999 | Quantity 1000+ | Quantity 1-499     | Quantity 500-999 | Quantity 1000+ |
| MFPsecure® for HP             | \$82.51        | \$74.05          | \$65.59        | \$246.84       | \$222.15         | \$197.47       | \$53.95            | \$48.56          | \$43.16        |
| MFPsecure® for Lexmark        | \$82.51        | \$74.05          | \$65.59        | \$246.84       | \$222.15         | \$197.47       | \$53.95            | \$48.56          | \$43.16        |
| MFPsecure® for Ricoh          | \$82.51        | \$74.05          | \$65.59        | \$246.84       | \$222.15         | \$197.47       | \$53.95            | \$48.56          | \$43.16        |
| MFPsecure® for Xerox          | \$82.51        | \$74.05          | \$65.59        | \$246.84       | \$222.15         | \$197.47       | \$53.95            | \$48.56          | \$43.16        |
| MFPsecure® for Canon          | \$105.79       | \$97.32          | \$89.57        | \$317.36       | \$292.68         | \$268.00       | \$69.37            | \$63.97          | \$58.58        |
| MFPsecure® for Konica Minolta | \$82.51        | \$74.05          | \$65.59        | \$246.84       | \$222.15         | \$197.47       | \$53.95            | \$48.56          | \$43.16        |
| MFPsecure® for XT             | \$42.32        | \$38.08          | \$33.85        | \$126.24       | \$112.84         | \$101.56       | \$27.59            | \$24.66          | \$22.20        |
| VPSX/Secure Delivery          | \$35.97        | \$33.15          | \$29.62        | \$108.61       | \$98.74          | \$87.45        | \$23.98            | \$22.27          | \$19.70        |

Pricing Notes:

- 1) Pricing is per printer/MFP device that the software supports.
- 2) Software will be sold in minimum increments of 50 printers/MFP devices.
- 3) Prices are exclusive of taxes and are subject to change at any time.
- 4) Annual term license fees include maintenance.
- 5) Prices shown require a minimum commitment of 5 years. The annual fee indicated above is the annual fee for the first year of the license term and is subject to annual increases during the license term.
- 6) MFPsecure includes an equal number of devices of VPSX/Secure Delivery at no charge.
- 7) MFPsecure for XT requires RF-XT Kit.
- 8) At no additional cost, the licensed MFPsecure platform may be exchanged for another platform of equal or lesser price. The licensed MFPsecure platform may be exchanged for a platform with a greater price upon payment of additional license fees calculated as the delta between fees paid for the licensed platform and the then current fees for the new platform. Exchanging platforms is only available if the Customer is in paid status under its term license or its maintenance obligation for a perpetual license.



Confidential Price List (Government (IFF))

| Total Supported Printers  | VPSX/<br>DBCS<br>Fonts     | VPSX/<br>Impress<br>Client   |
|---|----------------------------|------------------------------|
| 50  | \$1,064                    | \$3,709                      |
| 100   | \$1,488                    | \$5,133                      |
| 150   | \$1,914                    | \$6,558                      |
| 200   | \$2,338                    | \$7,983                      |
| 300   | \$2,720                    | \$10,833                     |
| 400   | \$3,230                    | \$13,683                     |
| 500   | \$3,825                    | \$16,532                     |
| 600   | \$4,334                    | \$18,243                     |
| 700   | \$4,759                    | \$19,952                     |
| 800   | \$5,099                    | \$21,662                     |
| 900   | \$5,354                    | \$23,373                     |
| 1,000   | \$5,525                    | \$24,512                     |
| <b>Over 1000<br/>(Sold in 100 Supported<br/>Printer Blocks)</b> | <b>\$171<br/>per block</b> | <b>\$1,139<br/>per block</b> |

Pricing Notes:

- 1) For these notes the term "VPSX Software" means VPSX Enterprise and all products with a VPSX prefix.
- 2) Price for VPSX/DBCS Fonts is determined by the total number of definitions of output devices (e.g. printers, multi-function devices, fax servers) and/or specified users supported by VPSX Software at a single location ("Supported Printers"). Each separate location is priced separately based on the number of Supported Printers at that location.
- 3) Supported Printer capacity will be sold in blocks of Supported Printers shown above.
- 4) License fees for additional Supported Printers in excess of 1000 Supported Printers will be sold in 100 printer blocks.
- 5) The VPSX/Impress Client price is determined by the number of Windows workstations defined to VPSX Software on which the VPSX/Impress Client is enabled.
- 6) The font files in the VPSX/DBCS Fonts products may only be installed on any machine in which a properly licensed copy of SwiftView® for LRS, VPSX Software, PageCenterX®, VPS®, or VPS/PCL is installed.
- 7) Prices are exclusive of taxes and are subject to change at any time.
- 8) Annual term license fees include maintenance.
- 9) Prices shown require a minimum commitment of 5 years. The annual fee indicated above is the annual fee for the first year of the license term and is subject to annual increases during the license term.



**Confidential Price List (Government (IFF))  
 Mainframe License Fees Per CPU**

| MIPS Rating       | CPU Group | VPS®      | VMCF/CICS, VMCF/VTAM, VMCF/Web Access | Report Browse | VPS/TCPIP | VPS/IPDS  | VPS/EMAIL | VPS/XES to AFP, VPS/PCL | VPS/PDF   | VPS/CDI  | VPS/Secure |
|-------------------|-----------|-----------|---------------------------------------|---------------|-----------|-----------|-----------|-------------------------|-----------|----------|------------|
| 1-3               | 15-20     | \$17,016  | \$4,045                               | \$8,519       | \$11,025  | \$9,257   | \$8,270   | \$16,422                | \$11,844  | \$25,945 | \$16,477   |
| 4-6               | 25-28     | \$21,387  | \$4,995                               | \$9,457       | \$13,815  | \$11,764  | \$10,363  | \$20,793                | \$14,997  | \$25,945 | \$16,477   |
| 7-10              | 29-30     | \$25,797  | \$6,084                               | \$10,570      | \$16,573  | \$14,087  | \$12,430  | \$25,007                | \$18,035  | \$25,945 | \$16,477   |
| 11-28             | 31-35     | \$29,996  | \$7,181                               | \$11,522      | \$19,276  | \$16,398  | \$14,460  | \$29,021                | \$20,929  | \$25,945 | \$16,477   |
| 29-47             | 38        | \$34,209  | \$8,270                               | \$12,450      | \$22,066  | \$18,746  | \$16,550  | \$33,219                | \$23,960  | \$25,945 | \$16,477   |
| 48-86             | 40        | \$38,581  | \$9,046                               | \$13,417      | \$24,824  | \$21,228  | \$18,617  | \$37,408                | \$26,979  | \$25,945 | \$16,477   |
| 87-117            | 50        | \$42,982  | \$10,145                              | \$14,508      | \$27,613  | \$23,538  | \$20,710  | \$41,609                | \$30,009  | \$25,945 | \$16,477   |
| 118-165           | 60        | \$47,350  | \$11,235                              | \$15,451      | \$30,394  | \$26,043  | \$22,799  | \$45,979                | \$33,160  | \$25,945 | \$16,477   |
| 166-214           | 70        | \$51,566  | \$12,320                              | \$16,243      | \$33,172  | \$28,365  | \$24,878  | \$50,007                | \$36,064  | \$25,945 | \$16,477   |
| 215-250           | 80        | \$55,787  | \$13,272                              | \$17,342      | \$35,766  | \$30,678  | \$26,823  | \$53,663                | \$38,702  | \$25,945 | \$16,477   |
| 251-300           | 90        | \$60,708  | \$14,433                              | \$18,834      | \$38,890  | \$33,357  | \$29,164  | \$55,333                | \$39,904  | \$25,945 | \$16,477   |
| 301-400           | 100       | \$76,489  | \$18,200                              | \$22,437      | \$48,995  | \$42,004  | \$36,741  | \$69,674                | \$50,249  | \$25,945 | \$16,477   |
| 401-500           | 110       | \$90,412  | \$21,488                              | \$24,876      | \$57,889  | \$49,626  | \$43,417  | \$82,310                | \$59,361  | \$25,945 | \$16,477   |
| 501-600           | 120       | \$103,506 | \$24,586                              | \$26,031      | \$66,214  | \$56,751  | \$49,666  | \$94,130                | \$67,885  | \$25,945 | \$16,477   |
| 601-700           | 130       | \$115,896 | \$27,539                              | \$29,156      | \$74,108  | \$63,520  | \$55,579  | \$105,337               | \$75,964  | \$25,945 | \$16,477   |
| 701-800           | 140       | \$128,014 | \$30,405                              | \$32,193      | \$81,829  | \$70,141  | \$61,375  | \$116,305               | \$83,873  | \$25,945 | \$16,477   |
| 801-900           | 150       | \$139,006 | \$33,011                              | \$34,955      | \$88,821  | \$76,122  | \$66,615  | \$126,221               | \$91,029  | \$25,945 | \$16,477   |
| 901-1,000         | 160       | \$148,914 | \$35,345                              | \$37,430      | \$95,109  | \$81,507  | \$71,330  | \$135,153               | \$97,469  | \$25,945 | \$16,477   |
| 1,001-1,100       | 170       | \$157,918 | \$37,484                              | \$39,297      | \$100,862 | \$86,435  | \$75,654  | \$143,318               | \$103,355 | \$25,945 | \$16,477   |
| 1,101-1,200       | 180       | \$166,146 | \$39,435                              | \$41,345      | \$106,114 | \$90,931  | \$79,585  | \$150,792               | \$108,747 | \$25,945 | \$16,477   |
| 1,201-1,300       | 190       | \$173,642 | \$41,214                              | \$43,206      | \$110,905 | \$95,045  | \$83,183  | \$157,595               | \$113,654 | \$25,945 | \$16,477   |
| 1,301-1,400       | 200       | \$180,485 | \$42,843                              | \$44,920      | \$115,278 | \$98,787  | \$86,460  | \$163,811               | \$118,132 | \$25,945 | \$16,477   |
| 1,401-1,500       | 210       | \$186,701 | \$44,313                              | \$46,463      | \$119,243 | \$102,185 | \$89,429  | \$169,456               | \$122,206 | \$25,945 | \$16,477   |
| 1,501-1,600       | 220       | \$192,345 | \$45,648                              | \$47,855      | \$122,852 | \$105,286 | \$92,137  | \$174,569               | \$125,893 | \$25,945 | \$16,477   |
| 1,601-1,700       | 230       | \$197,459 | \$46,870                              | \$49,142      | \$126,123 | \$108,079 | \$94,595  | \$179,214               | \$129,244 | \$25,945 | \$16,477   |
| 1,701-1,800       | 240       | \$202,080 | \$47,958                              | \$50,278      | \$129,077 | \$110,611 | \$96,805  | \$183,402               | \$132,263 | \$25,945 | \$16,477   |
| 1,801-1,900       | 250       | \$206,241 | \$48,945                              | \$51,317      | \$131,732 | \$112,885 | \$98,801  | \$187,183               | \$134,987 | \$25,945 | \$16,477   |
| 1,901-2,000       | 260       | \$209,997 | \$49,836                              | \$52,246      | \$134,130 | \$114,933 | \$100,595 | \$190,590               | \$137,447 | \$25,945 | \$16,477   |
| Fee Multiplier(3) | >260      | \$3,756   | \$891                                 | \$929         | \$2,398   | \$2,048   | \$1,794   | \$3,407                 | \$2,460   |          |            |

License Prices valid July 01, 2016 through June 30, 2017  
 Maintenance Prices valid October 01, 2016 through September 30, 2017



**Confidential Price List (Government (IFF))  
 Mainframe Maintenance Fees Per CPU**

| MIPS Rating       | CPU Group | VPS®     | VMCF/CICS, VMCF/VTAM, VMCF/Web Access | Report Browse | VPS/TCPIP | VPS/IPDS, VPS/LCDS | VPS/EMAIL | VPS/XES to AFP, VPS/PCL | VPS/PDF  | VPS/CDI | VPS/Secure |
|-------------------|-----------|----------|---------------------------------------|---------------|-----------|--------------------|-----------|-------------------------|----------|---------|------------|
| 1-3               | 15-20     | \$3,019  | \$752                                 | \$1,556       | \$1,714   | \$1,498            | \$1,510   | \$2,554                 | \$2,163  | \$4,731 | \$3,008    |
| 4-6               | 25-28     | \$3,797  | \$925                                 | \$1,728       | \$2,145   | \$1,901            | \$1,893   | \$3,229                 | \$2,738  | \$4,731 | \$3,008    |
| 7-10              | 29-30     | \$4,576  | \$1,130                               | \$1,930       | \$2,579   | \$2,274            | \$2,269   | \$3,881                 | \$3,291  | \$4,731 | \$3,008    |
| 11-28             | 31-35     | \$5,321  | \$1,325                               | \$2,104       | \$2,993   | \$2,646            | \$2,640   | \$4,505                 | \$3,819  | \$4,731 | \$3,008    |
| 29-47             | 38        | \$6,066  | \$1,528                               | \$2,274       | \$3,425   | \$3,019            | \$3,019   | \$5,155                 | \$4,370  | \$4,731 | \$3,008    |
| 48-86             | 40        | \$6,839  | \$1,674                               | \$2,448       | \$3,854   | \$3,425            | \$3,396   | \$5,805                 | \$4,920  | \$4,731 | \$3,008    |
| 87-117            | 50        | \$7,619  | \$1,875                               | \$2,651       | \$4,328   | \$3,854            | \$3,779   | \$6,454                 | \$5,471  | \$4,731 | \$3,008    |
| 118-165           | 60        | \$8,392  | \$2,072                               | \$2,821       | \$4,715   | \$4,284            | \$4,159   | \$7,131                 | \$6,046  | \$4,731 | \$3,008    |
| 166-214           | 70        | \$9,137  | \$2,274                               | \$2,963       | \$5,147   | \$4,715            | \$4,538   | \$7,755                 | \$6,575  | \$4,731 | \$3,008    |
| 215-250           | 80        | \$9,883  | \$2,448                               | \$3,164       | \$5,548   | \$5,147            | \$4,892   | \$8,324                 | \$7,054  | \$4,731 | \$3,008    |
| 251-300           | 90        | \$10,750 | \$2,660                               | \$3,436       | \$6,884   | \$6,131            | \$5,317   | \$9,802                 | \$7,277  | \$4,731 | \$3,008    |
| 301-400           | 100       | \$13,536 | \$3,349                               | \$4,093       | \$8,669   | \$7,721            | \$6,700   | \$12,340                | \$9,158  | \$4,731 | \$3,008    |
| 401-500           | 110       | \$16,008 | \$3,951                               | \$4,535       | \$10,244  | \$9,130            | \$7,915   | \$14,566                | \$10,819 | \$4,731 | \$3,008    |
| 501-600           | 120       | \$18,319 | \$4,527                               | \$4,748       | \$11,716  | \$10,441           | \$9,051   | \$16,665                | \$12,369 | \$4,731 | \$3,008    |
| 601-700           | 130       | \$20,524 | \$5,071                               | \$5,316       | \$13,127  | \$11,689           | \$10,132  | \$18,654                | \$13,842 | \$4,731 | \$3,008    |
| 701-800           | 140       | \$22,667 | \$5,600                               | \$5,870       | \$14,490  | \$12,905           | \$11,187  | \$20,598                | \$15,282 | \$4,731 | \$3,008    |
| 801-900           | 150       | \$24,618 | \$6,079                               | \$6,372       | \$15,730  | \$14,004           | \$12,138  | \$22,351                | \$16,586 | \$4,731 | \$3,008    |
| 901-1,000         | 160       | \$26,368 | \$6,506                               | \$6,824       | \$16,845  | \$14,999           | \$13,000  | \$23,932                | \$17,757 | \$4,731 | \$3,008    |
| 1,001-1,100       | 170       | \$28,769 | \$6,834                               | \$7,162       | \$18,380  | \$15,750           | \$13,787  | \$26,107                | \$18,833 | \$4,731 | \$3,008    |
| 1,101-1,200       | 180       | \$30,269 | \$7,188                               | \$7,537       | \$19,333  | \$16,571           | \$14,508  | \$27,473                | \$19,812 | \$4,731 | \$3,008    |
| 1,201-1,300       | 190       | \$31,632 | \$7,510                               | \$7,875       | \$20,206  | \$17,316           | \$15,157  | \$28,712                | \$20,706 | \$4,731 | \$3,008    |
| 1,301-1,400       | 200       | \$32,882 | \$7,808                               | \$8,188       | \$21,003  | \$17,999           | \$15,756  | \$29,843                | \$21,522 | \$4,731 | \$3,008    |
| 1,401-1,500       | 210       | \$34,013 | \$8,076                               | \$8,470       | \$21,725  | \$18,618           | \$16,298  | \$30,871                | \$22,265 | \$4,731 | \$3,008    |
| 1,501-1,600       | 220       | \$35,037 | \$8,321                               | \$8,722       | \$22,383  | \$19,182           | \$16,790  | \$31,801                | \$22,937 | \$4,731 | \$3,008    |
| 1,601-1,700       | 230       | \$35,972 | \$8,543                               | \$8,958       | \$22,980  | \$19,691           | \$17,237  | \$32,647                | \$23,547 | \$4,731 | \$3,008    |
| 1,701-1,800       | 240       | \$36,815 | \$8,742                               | \$9,163       | \$23,516  | \$20,151           | \$17,668  | \$33,412                | \$24,097 | \$4,731 | \$3,008    |
| 1,801-1,900       | 250       | \$37,572 | \$8,921                               | \$9,352       | \$24,000  | \$20,568           | \$18,002  | \$34,102                | \$24,593 | \$4,731 | \$3,008    |
| 1,901-2,000       | 260       | \$38,255 | \$9,083                               | \$9,522       | \$24,435  | \$20,940           | \$18,328  | \$34,721                | \$25,040 | \$4,731 | \$3,008    |
| Fee Multiplier(3) | >260      | \$683    | \$162                                 | \$170         | \$435     | \$372              | \$326     | \$619                   | \$447    |         |            |

NOTE: VPS/LCDS IS NO LONGER AVAILABLE TO LICENSE AS A PERPETUAL LICENSE. VPS/LCDS IS AVAILABLE TO LICENSE AS A PER PRINTER LICENSE. MAINTENANCE FEES ARE FOR PREVIOUS VPS/LCDS LICENSES ISSUED PRIOR TO 7-1-03.

License Prices valid July 01, 2016 through June 30, 2017  
 Maintenance Prices valid October 01, 2016 through September 30, 2017



Confidential Price List (Government (IFF))
Mainframe License Fees Per CPU

Table with 7 columns: MIPS Rating, CPU Group, DRS, DRS/TCPIP, DMCF, DRS/OutputManager®, DRS/NATURAL. Rows include MIPS ratings from 1-3 to 1,901-2,000 and a Fee Multiplier(3) row.

License Prices valid July 01, 2016 through June 30, 2017
Maintenance Prices valid October 01, 2016 through September 30, 2017



Confidential Price List (Government (IFF))
Mainframe Maintenance Fees Per CPU

Table with 7 columns: MIPS Rating, CPU Group, DRS, DRS/TCPIP, DMCF, DRS/OutputManager®, DRS/NATURAL. Rows include MIPS ratings from 1-3 to 1,901-2,000 and a Fee Multiplier(3) row.

License Prices valid July 01, 2016 through June 30, 2017
Maintenance Prices valid October 01, 2016 through September 30, 2017



Confidential Price List (Government (IFF))
PageCenter License Fees

Table with 4 columns: MIPS Rating, CPU Group, PageCenter Base (includes one 3270 Client Viewer), and Additional 3270 Client Viewer (VTAM, CICS or TSO). Rows range from MIPS 1-3 to Fee Multiplier(3) >260.

Table with 2 columns: Web/Windows # of Users and Base User Price. Rows range from 5 users (\$8,514) to 2,000 users (\$685,396).

The LAN Client components include support for AFP viewing and LAN server software components required for communications to the PageCenter MVS server.



Confidential Price List (Government (IFF))
PageCenter Maintenance Fees

Table with 4 columns: MIPS Rating, CPU Group, PageCenter Base (includes one 3270 Client Viewer), and Additional 3270 Client Viewer (VTAM, CICS or TSO). Rows range from MIPS 1-3 to Fee Multiplier(3) >260.

Table with 2 columns: Web/Windows # of Users and Base User Price. Rows range from 5 users (\$1,551) to 2,000 users (\$124,853).



*Levi, Ray & Shoup, Inc.*

ENTERPRISE OUTPUT MANAGEMENT

## **Confidential Price List (Government (IFF))**

### **NOTES for Mainframe Software listed above:**

1. Product maintenance for the first year is included in the perpetual license fee. Thereafter, annual software maintenance is based on the then current LRS Maintenance Price List.
2. Upgrade from one CPU to another will require an upgrade license fee equal to the difference between the currently applicable “old” and “new” CPU Groups. Upgrades within a CPU Group do not require an upgrade license fee. Upgrades will not affect the maintenance period for licensed CPUs.
3. License, Upgrade, and Maintenance fees for CPU Group 270 and above will be calculated by multiplying the number of CPU Group steps above 260 by the listed Fee Multiplier and adding that amount to the CPU Group 260 license fee listed. This formula applies for each listed product.
4. Prices are exclusive of taxes and are subject to change at any time.
5. License fees for VPS/CDI, VPS/Secure, and DRS/Secure are flat irrespective of CPU Group. Upgrade fees do not apply to these products.
6. A secondary license discount of 25% will be given for an identical software product licensed to additional CPUs in the same computer room.

**License Prices valid July 01, 2016 through June 30, 2017**  
**Maintenance Prices valid October 01, 2016 through September 30, 2017**

Generated on: June 03, 2016



Confidential Price List (Government (IFF))

VPS/LCDS Annual Per Printer Pricing (5-Year Term)

|   | VPS®,<br>VPS/TCPIP,<br>VPS/LCDS | VPS/TCPIP,<br>VPS/LCDS | VPS/LCDS |
|---|---------------------------------|------------------------|----------|
| Less than or equal to 90 pages per minute<br>(Example: DP 75, 90)                     | \$8,784                         | \$7,027                | \$4,016  |
| Greater than or equal to 91 pages per minute<br>(Example: DP 100, 115, 135, 155, 180) | \$11,711                        | \$10,540               | \$8,784  |

1. The annual fee indicated in the table above is the annual fee for the first year of the license term and is subject to annual increases during the license term.
2. VPS/LCDS requires VPS® and VPS/TCPIP products to be licensed.
3. Annual term license fees include maintenance.
4. Prices shown require a minimum commitment of 5 years.
5. Prices are exclusive of taxes and are subject to change at any time.



*Levi, Ray & Shoup, Inc.*

ENTERPRISE OUTPUT MANAGEMENT

## Confidential Price List (Government (IFF))

### AnyQueue® License Fees Per Copy

| AnyQueue® | AnyQueue/PageSorter® | AnyQueue/Secure® |
|-----------|----------------------|------------------|
| \$20,956  | \$10,027             | \$8,566          |

### Maintenance Price List

| AnyQueue® | AnyQueue/PageSorter® | AnyQueue/Secure® |
|-----------|----------------------|------------------|
| \$3,717   | \$1,782              | \$1,565          |

- (1) Each copy may be installed on a single server and support multiple host connections.
- (2) Product maintenance for the first year is included in the perpetual license fee. Thereafter, annual software maintenance is based on the then current LRS Maintenance Price List.
- (3) Prices are exclusive of taxes and are subject to change at any time.

# **Price List**

**Software License Effective Dates Ending June 30, 2016**

**Maintenance Effective Dates Ending September 30, 2016**



Confidential Price List (Government (IFF))

AnyQueue® License Fees Per Copy

| AnyQueue® | AnyQueue/PageSorter® | AnyQueue/Secure® |
|-----------|----------------------|------------------|
| \$20,345  | \$9,734              | \$8,316          |

| # of User Licenses | AnyQueue/WebTRAC®                   |
|--------------------|-------------------------------------|
| 5                  | No Charge (included with AnyQueue®) |
| 25                 | \$13,831                            |
| 50                 | \$27,660                            |
| 100                | \$40,240                            |
| 200                | \$52,511                            |
| 300                | \$62,324                            |
| 400                | \$71,485                            |

Maintenance Price List

| AnyQueue® | AnyQueue/PageSorter® | AnyQueue/Secure® |
|-----------|----------------------|------------------|
| \$3,608   | \$1,730              | \$1,519          |

| # of User Licenses | AnyQueue/WebTRAC®                   |
|--------------------|-------------------------------------|
| 5                  | No Charge (included with AnyQueue®) |
| 25                 | \$2,523                             |
| 50                 | \$5,041                             |
| 100                | \$7,337                             |
| 200                | \$9,476                             |
| 300                | \$11,360                            |
| 400                | \$13,028                            |

- (1) Each copy may be installed on a single server and support multiple host connections.
- (2) Product maintenance for the first year is included in the perpetual license fee. Thereafter, annual software maintenance is based on the then current LRS Maintenance Price List.
- (3) Prices are exclusive of taxes and are subject to change at any time.



**Confidential Price List (Government (IFF))  
 Mainframe License Fees Per CPU**

| MIPS Rating       | CPU Group | VPS®      | VMCF/CICS, VMCF/VTAM, VMCF/Web Access | Report Browse | VPS/TCPIP | VPS/IPDS  | VPS/EMAIL | VPS/XES to AFP, VPS/PCL | VPS/PDF   | VPS/CDI  | VPS/Secure |
|-------------------|-----------|-----------|---------------------------------------|---------------|-----------|-----------|-----------|-------------------------|-----------|----------|------------|
| 1-3               | 15-20     | \$16,520  | \$3,926                               | \$8,270       | \$10,703  | \$8,987   | \$8,029   | \$15,943                | \$11,498  | \$25,189 | \$15,997   |
| 4-6               | 25-28     | \$20,764  | \$4,850                               | \$9,181       | \$13,413  | \$11,421  | \$10,062  | \$20,187                | \$14,560  | \$25,189 | \$15,997   |
| 7-10              | 29-30     | \$25,046  | \$5,907                               | \$10,261      | \$16,090  | \$13,677  | \$12,068  | \$24,280                | \$17,509  | \$25,189 | \$15,997   |
| 11-28             | 31-35     | \$29,122  | \$6,972                               | \$11,186      | \$18,715  | \$15,920  | \$14,039  | \$28,176                | \$20,319  | \$25,189 | \$15,997   |
| 29-47             | 38        | \$33,213  | \$8,028                               | \$12,088      | \$21,423  | \$18,200  | \$16,067  | \$32,252                | \$23,262  | \$25,189 | \$15,997   |
| 48-86             | 40        | \$37,457  | \$8,782                               | \$13,027      | \$24,100  | \$20,610  | \$18,075  | \$36,318                | \$26,193  | \$25,189 | \$15,997   |
| 87-117            | 50        | \$41,730  | \$9,849                               | \$14,086      | \$26,808  | \$22,852  | \$20,106  | \$40,397                | \$29,134  | \$25,189 | \$15,997   |
| 118-165           | 60        | \$45,971  | \$10,907                              | \$15,000      | \$29,509  | \$25,285  | \$22,135  | \$44,641                | \$32,194  | \$25,189 | \$15,997   |
| 166-214           | 70        | \$50,064  | \$11,962                              | \$15,770      | \$32,206  | \$27,539  | \$24,153  | \$48,550                | \$35,013  | \$25,189 | \$15,997   |
| 215-250           | 80        | \$54,162  | \$12,885                              | \$16,837      | \$34,724  | \$29,784  | \$26,042  | \$52,100                | \$37,575  | \$25,189 | \$15,997   |
| 251-300           | 90        | \$58,939  | \$14,013                              | \$18,286      | \$37,757  | \$32,385  | \$28,314  | \$53,720                | \$38,742  | \$25,189 | \$15,997   |
| 301-400           | 100       | \$74,261  | \$17,670                              | \$21,783      | \$47,568  | \$40,780  | \$35,670  | \$67,645                | \$48,785  | \$25,189 | \$15,997   |
| 401-500           | 110       | \$87,779  | \$20,862                              | \$24,151      | \$56,202  | \$48,180  | \$42,152  | \$79,912                | \$57,631  | \$25,189 | \$15,997   |
| 501-600           | 120       | \$100,491 | \$23,871                              | \$25,273      | \$64,286  | \$55,098  | \$48,219  | \$91,388                | \$65,908  | \$25,189 | \$15,997   |
| 601-700           | 130       | \$112,521 | \$26,736                              | \$28,306      | \$71,950  | \$61,670  | \$53,960  | \$102,268               | \$73,752  | \$25,189 | \$15,997   |
| 701-800           | 140       | \$124,285 | \$29,519                              | \$31,256      | \$79,445  | \$68,098  | \$59,588  | \$112,917               | \$81,431  | \$25,189 | \$15,997   |
| 801-900           | 150       | \$134,957 | \$32,050                              | \$33,937      | \$86,233  | \$73,904  | \$64,675  | \$122,546               | \$88,378  | \$25,189 | \$15,997   |
| 901-1,000         | 160       | \$144,576 | \$34,315                              | \$36,341      | \$92,339  | \$79,132  | \$69,253  | \$131,216               | \$94,630  | \$25,189 | \$15,997   |
| 1,001-1,100       | 170       | \$153,319 | \$36,392                              | \$38,152      | \$97,924  | \$83,918  | \$73,450  | \$139,144               | \$100,344 | \$25,189 | \$15,997   |
| 1,101-1,200       | 180       | \$161,307 | \$38,286                              | \$40,141      | \$103,023 | \$88,282  | \$77,267  | \$146,400               | \$105,580 | \$25,189 | \$15,997   |
| 1,201-1,300       | 190       | \$168,585 | \$40,013                              | \$41,947      | \$107,676 | \$92,277  | \$80,760  | \$153,005               | \$110,343 | \$25,189 | \$15,997   |
| 1,301-1,400       | 200       | \$175,229 | \$41,595                              | \$43,611      | \$111,920 | \$95,910  | \$83,942  | \$159,040               | \$114,692 | \$25,189 | \$15,997   |
| 1,401-1,500       | 210       | \$181,263 | \$43,022                              | \$45,110      | \$115,769 | \$99,208  | \$86,824  | \$164,520               | \$118,647 | \$25,189 | \$15,997   |
| 1,501-1,600       | 220       | \$186,743 | \$44,318                              | \$46,461      | \$119,273 | \$102,219 | \$89,453  | \$169,485               | \$122,226 | \$25,189 | \$15,997   |
| 1,601-1,700       | 230       | \$191,708 | \$45,505                              | \$47,710      | \$122,450 | \$104,931 | \$91,840  | \$173,994               | \$125,479 | \$25,189 | \$15,997   |
| 1,701-1,800       | 240       | \$196,195 | \$46,561                              | \$48,813      | \$125,318 | \$107,388 | \$93,986  | \$178,061               | \$128,410 | \$25,189 | \$15,997   |
| 1,801-1,900       | 250       | \$200,234 | \$47,520                              | \$49,822      | \$127,896 | \$109,597 | \$95,922  | \$181,731               | \$131,056 | \$25,189 | \$15,997   |
| 1,901-2,000       | 260       | \$203,881 | \$48,384                              | \$50,724      | \$130,222 | \$111,586 | \$97,664  | \$185,038               | \$133,443 | \$25,189 | \$15,997   |
| Fee Multiplier(3) | >260      | \$3,647   | \$864                                 | \$902         | \$2,326   | \$1,989   | \$1,742   | \$3,307                 | \$2,387   |          |            |

License Prices valid July 01, 2015 through June 30, 2016  
 Maintenance Prices valid October 01, 2015 through September 30, 2016



**Confidential Price List (Government (IFF))  
 Mainframe Maintenance Fees Per CPU**

| MIPS Rating       | CPU Group | VPS®     | VMCF/CICS, VMCF/VTAM, VMCF/Web Access | Report Browse | VPS/TCPIP | VPS/IPDS, VPS/LCDS | VPS/EMAIL | VPS/XES to AFP, VPS/PCL | VPS/PDF  | VPS/CDI | VPS/Secure |
|-------------------|-----------|----------|---------------------------------------|---------------|-----------|--------------------|-----------|-------------------------|----------|---------|------------|
| 1-3               | 15-20     | \$2,931  | \$730                                 | \$1,510       | \$1,664   | \$1,454            | \$1,465   | \$2,479                 | \$2,100  | \$4,592 | \$2,920    |
| 4-6               | 25-28     | \$3,686  | \$898                                 | \$1,677       | \$2,083   | \$1,846            | \$1,837   | \$3,135                 | \$2,657  | \$4,592 | \$2,920    |
| 7-10              | 29-30     | \$4,442  | \$1,096                               | \$1,874       | \$2,503   | \$2,207            | \$2,203   | \$3,768                 | \$3,196  | \$4,592 | \$2,920    |
| 11-28             | 31-35     | \$5,166  | \$1,286                               | \$2,043       | \$2,906   | \$2,569            | \$2,563   | \$4,374                 | \$3,706  | \$4,592 | \$2,920    |
| 29-47             | 38        | \$5,888  | \$1,484                               | \$2,207       | \$3,324   | \$2,931            | \$2,931   | \$5,003                 | \$4,242  | \$4,592 | \$2,920    |
| 48-86             | 40        | \$6,640  | \$1,625                               | \$2,377       | \$3,740   | \$3,324            | \$3,296   | \$5,636                 | \$4,776  | \$4,592 | \$2,920    |
| 87-117            | 50        | \$7,397  | \$1,821                               | \$2,573       | \$4,202   | \$3,740            | \$3,669   | \$6,265                 | \$5,311  | \$4,592 | \$2,920    |
| 118-165           | 60        | \$8,147  | \$2,012                               | \$2,738       | \$4,578   | \$4,160            | \$4,037   | \$6,923                 | \$5,869  | \$4,592 | \$2,920    |
| 166-214           | 70        | \$8,871  | \$2,207                               | \$2,877       | \$4,997   | \$4,578            | \$4,406   | \$7,529                 | \$6,383  | \$4,592 | \$2,920    |
| 215-250           | 80        | \$9,594  | \$2,377                               | \$3,072       | \$5,385   | \$4,997            | \$4,750   | \$8,081                 | \$6,849  | \$4,592 | \$2,920    |
| 251-300           | 90        | \$10,437 | \$2,583                               | \$3,336       | \$6,682   | \$5,952            | \$5,163   | \$9,517                 | \$7,064  | \$4,592 | \$2,920    |
| 301-400           | 100       | \$13,141 | \$3,252                               | \$3,973       | \$8,417   | \$7,496            | \$6,505   | \$11,980                | \$8,890  | \$4,592 | \$2,920    |
| 401-500           | 110       | \$15,541 | \$3,836                               | \$4,403       | \$9,945   | \$8,864            | \$7,684   | \$14,141                | \$10,503 | \$4,592 | \$2,920    |
| 501-600           | 120       | \$17,784 | \$4,394                               | \$4,610       | \$11,375  | \$10,137           | \$8,787   | \$16,180                | \$12,009 | \$4,592 | \$2,920    |
| 601-700           | 130       | \$19,926 | \$4,923                               | \$5,162       | \$12,744  | \$11,348           | \$9,836   | \$18,110                | \$13,439 | \$4,592 | \$2,920    |
| 701-800           | 140       | \$22,007 | \$5,437                               | \$5,699       | \$14,067  | \$12,528           | \$10,861  | \$19,997                | \$14,837 | \$4,592 | \$2,920    |
| 801-900           | 150       | \$23,901 | \$5,901                               | \$6,187       | \$15,271  | \$13,595           | \$11,785  | \$21,700                | \$16,102 | \$4,592 | \$2,920    |
| 901-1,000         | 160       | \$25,600 | \$6,316                               | \$6,624       | \$16,354  | \$14,561           | \$12,620  | \$23,235                | \$17,240 | \$4,592 | \$2,920    |
| 1,001-1,100       | 170       | \$27,931 | \$6,635                               | \$6,953       | \$17,844  | \$15,290           | \$13,385  | \$25,346                | \$18,285 | \$4,592 | \$2,920    |
| 1,101-1,200       | 180       | \$29,386 | \$6,979                               | \$7,318       | \$18,769  | \$16,088           | \$14,085  | \$26,672                | \$19,235 | \$4,592 | \$2,920    |
| 1,201-1,300       | 190       | \$30,711 | \$7,292                               | \$7,645       | \$19,617  | \$16,812           | \$14,715  | \$27,874                | \$20,103 | \$4,592 | \$2,920    |
| 1,301-1,400       | 200       | \$31,924 | \$7,581                               | \$7,949       | \$20,390  | \$17,474           | \$15,297  | \$28,973                | \$20,895 | \$4,592 | \$2,920    |
| 1,401-1,500       | 210       | \$33,021 | \$7,840                               | \$8,223       | \$21,093  | \$18,076           | \$15,822  | \$29,971                | \$21,615 | \$4,592 | \$2,920    |
| 1,501-1,600       | 220       | \$34,016 | \$8,079                               | \$8,468       | \$21,730  | \$18,623           | \$16,300  | \$30,874                | \$22,268 | \$4,592 | \$2,920    |
| 1,601-1,700       | 230       | \$34,924 | \$8,294                               | \$8,697       | \$22,310  | \$19,117           | \$16,734  | \$31,696                | \$22,861 | \$4,592 | \$2,920    |
| 1,701-1,800       | 240       | \$35,741 | \$8,487                               | \$8,897       | \$22,831  | \$19,564           | \$17,153  | \$32,438                | \$23,395 | \$4,592 | \$2,920    |
| 1,801-1,900       | 250       | \$36,478 | \$8,661                               | \$9,080       | \$23,300  | \$19,968           | \$17,477  | \$33,108                | \$23,876 | \$4,592 | \$2,920    |
| 1,901-2,000       | 260       | \$37,140 | \$8,818                               | \$9,245       | \$23,722  | \$20,330           | \$17,794  | \$33,709                | \$24,312 | \$4,592 | \$2,920    |
| Fee Multiplier(3) | >260      | \$662    | \$157                                 | \$165         | \$422     | \$362              | \$317     | \$601                   | \$436    |         |            |

**NOTE: VPS/LCDS IS NO LONGER AVAILABLE TO LICENSE AS A PERPETUAL LICENSE. VPS/LCDS IS AVAILABLE TO LICENSE AS A PER PRINTER LICENSE. MAINTENANCE FEES ARE FOR PREVIOUS VPS/LCDS LICENSES ISSUED PRIOR TO 7-1-03.**

License Prices valid July 01, 2015 through June 30, 2016  
 Maintenance Prices valid October 01, 2015 through September 30, 2016



Confidential Price List (Government (IFF))
Mainframe License Fees Per CPU

Table with 8 columns: MIPS Rating, CPU Group, DRS, DRS/TCPIP, DMCF, DRS/OutputManager®, DRS/NATURAL, DRS/Secure. Rows include various MIPS ratings from 1-3 to 1,901-2,000 and a Fee Multiplier(3) row.

License Prices valid July 01, 2015 through June 30, 2016
Maintenance Prices valid October 01, 2015 through September 30, 2016



Confidential Price List (Government (IFF))
Mainframe Maintenance Fees Per CPU

Table with 8 columns: MIPS Rating, CPU Group, DRS, DRS/TCPIP, DMCF, DRS/OutputManager®, DRS/NATURAL, DRS/Secure. Rows include MIPS ratings from 1-3 to >260 and Fee Multiplier(3).

License Prices valid July 01, 2015 through June 30, 2016
Maintenance Prices valid October 01, 2015 through September 30, 2016



Confidential Price List (Government (IFF))
PageCenter License Fees

Table with 4 columns: MIPS Rating, CPU Group, PageCenter Base (includes one 3270 Client Viewer), and Additional 3270 Client Viewer (VTAM, CICS or TSO). Rows range from MIPS 1-3 to Fee Multiplier(3).

Table with 2 columns: Web/Windows # of Users and Base User Price. Rows range from 5 users to 2,000 users.

The LAN Client components include support for AFP viewing and LAN server software components required for communications to the PageCenter MVS server.



Confidential Price List (Government (IFF))
PageCenter Maintenance Fees

Table with 4 columns: MIPS Rating, CPU Group, PageCenter Base (includes one 3270 Client Viewer), and Additional 3270 Client Viewer (VTAM, CICS or TSO). Rows range from MIPS 1-3 to Fee Multiplier(3).

Table with 2 columns: Web/Windows # of Users and Base User Price. Rows range from 5 users to 2,000 users.



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ENTERPRISE OUTPUT MANAGEMENT

## **Confidential Price List (Government (IFF))**

### **NOTES for Mainframe Software listed above:**

1. Product maintenance for the first year is included in the perpetual license fee. Thereafter, annual software maintenance is based on the then current LRS Maintenance Price List.
2. Upgrade from one CPU to another will require an upgrade license fee equal to the difference between the currently applicable “old” and “new” CPU Groups. Upgrades within a CPU Group do not require an upgrade license fee. Upgrades will not affect the maintenance period for licensed CPUs.
3. License, Upgrade, and Maintenance fees for CPU Group 270 and above will be calculated by multiplying the number of CPU Group steps above 260 by the listed Fee Multiplier and adding that amount to the CPU Group 260 license fee listed. This formula applies for each listed product.
4. Prices are exclusive of taxes and are subject to change at any time.
5. License fees for VPS/CDI, VPS/Secure, and DRS/Secure are flat irrespective of CPU Group. Upgrade fees do not apply to these products.
6. A secondary license discount of 25% will be given for an identical software product licensed to additional CPUs in the same computer room.

**License Prices valid July 01, 2015 through June 30, 2016**  
**Maintenance Prices valid October 01, 2015 through September 30, 2016**

Generated on: June 23, 2015



Confidential Price List (Government (IFF))

VPS/LCDS Annual Per Printer Pricing (5-Year Term)

|   | VPS®,<br>VPS/TCPIP,<br>VPS/LCDS | VPS/TCPIP,<br>VPS/LCDS | VPS/LCDS |
|---|---------------------------------|------------------------|----------|
| Less than or equal to 90 pages per minute<br>(Example: DP 75, 90)                     | \$8,528                         | \$6,823                | \$3,899  |
| Greater than or equal to 91 pages per minute<br>(Example: DP 100, 115, 135, 155, 180) | \$11,369                        | \$10,232               | \$8,528  |

1. The annual fee indicated in the table above is the annual fee for the first year of the license term and is subject to annual increases during the license term.
2. VPS/LCDS requires VPS® and VPS/TCPIP products to be licensed.
3. Annual term license fees include maintenance.
4. Prices shown require a minimum commitment of 5 years.
5. Prices are exclusive of taxes and are subject to change at any time.



Confidential Price List (Government (IFF))

| Total Supported Printers                            | VPSX®                | VPSX® with VPSX/Output Manager® | Innovate/Audit     | 1 <sup>st</sup> Transform Product | Each Additional Transform Product | Innovate/Mill        |
|---|----------------------|---------------------------------|--------------------|-----------------------------------|-----------------------------------|----------------------|
| 50  | \$11,993             | \$14,991                        | \$1,801            | \$3,600                           | \$1,800                           | \$3,600              |
| 100   | \$16,604             | \$20,755                        | \$2,492            | \$4,983                           | \$2,492                           | \$4,983              |
| 150   | \$21,217             | \$26,520                        | \$3,184            | \$6,367                           | \$3,184                           | \$6,367              |
| 200   | \$25,828             | \$32,284                        | \$3,876            | \$7,751                           | \$3,876                           | \$7,751              |
| 300   | \$35,051             | \$43,813                        | \$5,259            | \$10,517                          | \$5,259                           | \$10,517             |
| 400   | \$44,274             | \$55,342                        | \$6,643            | \$13,284                          | \$6,642                           | \$13,284             |
| 500   | \$53,498             | \$66,872                        | \$8,026            | \$16,051                          | \$8,026                           | \$16,051             |
| 600   | \$59,031             | \$73,789                        | \$8,856            | \$17,711                          | \$8,856                           | \$17,711             |
| 700   | \$64,566             | \$80,706                        | \$9,685            | \$19,370                          | \$9,685                           | \$19,370             |
| 800   | \$70,098             | \$87,623                        | \$10,516           | \$21,031                          | \$10,516                          | \$21,031             |
| 900   | \$75,633             | \$94,540                        | \$11,346           | \$22,691                          | \$11,346                          | \$22,691             |
| 1,000   | \$79,322             | \$99,153                        | \$11,899           | \$23,797                          | \$11,899                          | \$23,797             |
| Over 1000<br>(Sold in 100 Supported Printer Blocks) | \$3,689<br>per block | \$4,613<br>per block            | \$553<br>per block | \$1,106<br>per block              | \$553<br>per block                | \$1,106<br>per block |

Pricing Notes:

- 1) Price for VPSX and VPSX/OutputManager is determined by the total number of definitions of output devices (e.g. printers, multi-function devices, fax servers) and/or specified users supported by all VPSX® systems at a single location (“Supported Printers”). e.g., If all Unix servers are in a single data center, then determine the number of Supported Printers required and select the appropriate Supported Printer band to determine the price. Each separate location is priced separately based on the number of Supported Printers at that location.
- 2) Innovate/Audit price is determined based on Supported Printers plus printers for which print data is collected by PDM, but not defined to VPSX.
- 3) The price for printable data stream Transform products and Innovate/Mill is determined by the number of Supported Printers licensed for VPSX at a single location.
- 4) Supported Printer capacity will be sold in blocks of Supported Printers shown above.
- 5) The following are separately licensed products which are licensed free of charge: VPSX/MI, VPSX/CI, VPSX/MFI, VPSX/SI and VPSX/EL.
- 6) License fees for additional Supported Printers in excess of 1000 Supported Printers will be sold in 100 printer blocks. EXAMPLE: Licensing 1200 for VPSX Supported Printers will be calculated using the Annual Fee for 1000 Supported Printers, plus the Annual Fee for 2 blocks of 100 additional Supported Printers.
- 7) Prices are exclusive of taxes and are subject to change at any time.
- 8) Annual term license fees shall include maintenance.
- 9) Prices shown require a minimum commitment of 5 years. The annual fee indicated above is the annual fee for the first year of the license term and is subject to annual increases during the license term.



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ENTERPRISE OUTPUT MANAGEMENT

## Confidential Price List (Government (IFF))

### Available Transform Products:

|                       |                       |                            |                            |
|-----------------------|-----------------------|----------------------------|----------------------------|
| Transform/AFP to AFP  | Transform/IFF to PS   | Transform/PCL to IFF       | Transform/Prescribe to PDF |
| Transform/AFP to IFF  | Transform/Impress     | Transform/PCL to PCL       | Transform/PS to AFP        |
| Transform/AFP to PCL  | Transform/MMD to AFP  | Transform/PCL to PDF       | Transform/PS to IFF        |
| Transform/AFP to PCL6 | Transform/MMD to PCL  | Transform/PCL6 to PCL6     | Transform/PS to PCL        |
| Transform/AFP TO PDF  | Transform/MMD to PCL6 | Transform/PCL6 to PDF      | Transform/PS to PDF        |
| Transform/AFP to PS   | Transform/MMD to PDF  | Transform/PDF to AFP       | Transform/PS to PS         |
| Transform/DJDE to AFP | Transform/MMD to PS   | Transform/PDF to IFF       | Transform/XES to PCL       |
| Transform/DJDE to PCL | Transform/OTF to AFP  | Transform/PDF to PCL       | Transform/XES to PDF       |
| Transform/DJDE to PDF | Transform/OTF to PCL  | Transform/PDF to PCL6      | Transform/XES to PS        |
| Transform/DJDE to PS  | Transform/OTF to PCL6 | Transform/PDF to PDF       | Transform/XPS to PCL       |
| Transform/IFF to AFP  | Transform/OTF to PDF  | Transform/PDF to PS        |                            |
| Transform/IFF to PCL  | Transform/OTF to PS   | Transform/PDF to TXT       |                            |
| Transform/IFF to PDF  | Transform/PCL to AFP  | Transform/Prescribe to PCL |                            |

Prices valid July 01, 2015 through June 30, 2016

Generated on: August 18, 2015



Confidential Price List (Government (IFF))

| Total Users                                   | PageCenterX®      | 1 <sup>st</sup> Transform Product | Each Additional Transform Product |
|---|-------------------|-----------------------------------|-----------------------------------|
| 50  | \$23,984          | \$3,600                           | \$1,800                           |
| 100   | \$33,208          | \$4,983                           | \$2,492                           |
| 150   | \$42,432          | \$6,367                           | \$3,184                           |
| 200   | \$51,655          | \$7,751                           | \$3,876                           |
| 300   | \$70,100          | \$10,517                          | \$5,259                           |
| 400   | \$88,547          | \$13,284                          | \$6,642                           |
| 500   | \$106,995         | \$16,051                          | \$8,026                           |
| 600   | \$118,061         | \$17,711                          | \$8,856                           |
| 700   | \$129,129         | \$19,370                          | \$9,685                           |
| 800   | \$140,196         | \$21,031                          | \$10,516                          |
| 900   | \$151,266         | \$22,691                          | \$11,346                          |
| 1,000   | \$158,643         | \$23,797                          | \$11,899                          |
| Over 1000 (Sold in 100 Supported User Blocks) | \$7,377 per block | \$1,106 per block                 | \$553 per block                   |

| Total Number of Workstations | PageCenterX/Satellite |
|------------------------------|-----------------------|
| 1-50                         | \$726                 |
| 51-100                       | \$654                 |
| 101+                         | \$581                 |

PREREQUISITE: License fees for PageCenterX are not included in the PageCenterX/Satellite license fee.

Pricing Notes:

- 1) Price for PageCenterX is determined according to the number of users supported by all PageCenterX systems at a single location. e.g. If all Windows servers are in a single data center, then determine the number of users required and select the appropriate user band to determine the price. Each separate location is priced separately based on the number of users at that location.
- 2) Users will be sold in blocks of users shown above.
- 3) The price for viewable data stream Transform products is determined by the number of dedicated users licensed for PageCenterX® at a single location.
- 4) Price for PageCenterX/Satellite is per workstation that is registered to PageCenterX and the number of licensed workstations must be less than or equal to the total number of users licensed for PageCenterX. Licensed in minimum increments of 5 workstations.
- 5) Prices are exclusive of taxes and are subject to change at any time.
- 6) Annual term license fees include maintenance.
- 7) Prices shown require a minimum commitment of 5 years. The annual fee indicated above is the annual fee for the first year of the license term and is subject to annual increases during the license term.



**Confidential Price List (Government (IFF))**

**Mobile Connector for VPSX®**

| Tier | Maximum Users          | Perpetual Fee | Annual Maintenance | Annual Term Fee |
|------|------------------------|---------------|--------------------|-----------------|
| 1    | Up to 1,000 Users      | \$7,264       | \$1,410            | \$2,421         |
| 2    | Up to 5,000 Users      | \$14,528      | \$2,821            | \$4,844         |
| 3    | Up to 10,000 Users     | \$29,056      | \$5,642            | \$9,685         |
| 4    | More than 10,000 Users | \$43,584      | \$8,463            | \$14,528        |

**Pricing Notes:**

- 1) Price is determined according to the maximum number of users submitting print jobs from a mobile device (i.e., smartphone, tablet, etc.).
- 2) User capacity will be sold in blocks of Maximum Users shown above.
- 3) Tiered based licensing works as follows:
  - If a customer has 400 users, they must purchase a Tier 1 license for up to 1,000 users.
  - If a customer has more than 1,000 but less than 5,000 users, they will purchase a Tier 2 license for up to 5,000 users.
  - If users increase above the tier that has been licensed, the difference between the tier licensed and the tier required will be charged.
  - Once a customer reaches Tier 4, “more than 10,000 users,” they will be granted an enterprise license.
  - Due to the relatively low price of this product, we do not anticipate negotiating different Tier levels than those listed.
- 4) Prices are exclusive of taxes and are subject to change at any time.
- 5) Annual term license fees include maintenance.
- 6) Prices shown require a minimum commitment of 5 years. The annual fee indicated above is the annual fee for the first year of the license term and is subject to annual increases during the license term.



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ENTERPRISE OUTPUT MANAGEMENT

**Confidential Price List (Government (IFF))**

**Virtual Session Printer Agent for VPSX® (VSPA)**

|                            |
|----------------------------|
| <b>Annual Fee for VSPA</b> |
| <b>\$21,792</b>            |

**Pricing Notes:**

- 1) Pricing is based on a flat annual fee, not on number of printer definitions.
- 2) The annual fee indicated above is the annual fee for the first year of the license term and is subject to annual increases during the license term.
- 3) Annual term license fees include maintenance.
- 4) Prices are exclusive of taxes and are subject to change at any time.
- 5) Prices shown require a minimum commitment of 5 years. The annual fee indicated above is the annual fee for the first year and is subject to annual increases. Pricing does not include professional services. Professional services to meet customer requirements will be subject to additional fees.



Confidential Price List (Government (IFF))

MFPsecure\*

| Total Number of Devices | Annual Fee | Perpetual Fee | Annual Maintenance |
|-------------------------|------------|---------------|--------------------|
| 1-499                   | \$94       | \$281         | \$62               |
| 500-999                 | \$85       | \$254         | \$55               |
| 1000+                   | \$75       | \$226         | \$49               |

MFPsecure for XT\*\*

| Total Number of Devices | Annual Fee | Perpetual Fee | Annual Maintenance |
|-------------------------|------------|---------------|--------------------|
| 1-499                   | \$53       | \$158         | \$35               |
| 500-999                 | \$48       | \$142         | \$31               |
| 1000+                   | \$42       | \$127         | \$28               |

VPSX/Secure Delivery

| Total Number of Printers | Annual Fee | Perpetual Fee | Annual Maintenance |
|--------------------------|------------|---------------|--------------------|
| 1-499                    | \$35       | \$105         | \$23               |
| 500-999                  | \$32       | \$95          | \$21               |
| 1000+                    | \$28       | \$85          | \$18               |

Pricing Notes:

- 1) Pricing is per printer/MFP device that the software supports.
- 2) Software will be sold in minimum increments of 50 printers/MFP devices.
- 3) Prices are exclusive of taxes and are subject to change at any time.
- 4) Annual term license fees include maintenance.
- 5) Prices shown require a minimum commitment of 5 years. The annual fee indicated above is the annual fee for the first year of the license term and is subject to annual increases during the license term.
- 6) \*MFPsecure for HP, Lexmark, Xerox and Ricoh includes VPSX/Secure Delivery and may be exchanged for any other supported platform at no additional cost.
- 7) \*\*MFPsecure for XT requires RF-XT Kit, includes VPSX/Secure Delivery and may be exchanged for any other supported platform upon payment of additional license fees calculated as delta between fees paid for MFPsecure for XT and then current license fees for the new platform.



**Confidential Price List (Government (IFF))**

| Total Supported Printers  | VPSX/<br>DBCS<br>Fonts     | VPSX/<br>Impress<br>Client   |
|---|----------------------------|------------------------------|
| 50  | \$1,032                    | \$3,600                      |
| 100   | \$1,444                    | \$4,983                      |
| 150   | \$1,858                    | \$6,367                      |
| 200   | \$2,269                    | \$7,751                      |
| 300   | \$2,640                    | \$10,517                     |
| 400   | \$3,136                    | \$13,284                     |
| 500   | \$3,713                    | \$16,051                     |
| 600   | \$4,208                    | \$17,711                     |
| 700   | \$4,620                    | \$19,370                     |
| 800   | \$4,950                    | \$21,031                     |
| 900   | \$5,198                    | \$22,691                     |
| 1,000   | \$5,363                    | \$23,797                     |
| <b>Over 1000<br/>(Sold in 100 Supported<br/>Printer Blocks)</b> | <b>\$165<br/>per block</b> | <b>\$1,106<br/>per block</b> |

**Pricing Notes:**

- 1) Price for VPSX/DBCS Fonts is determined by the total number of definitions of output devices (e.g. printers, multi-function devices, fax servers) and/or specified users supported by all VPSX® systems at a single location (“Supported Printers”). Each separate location is priced separately based on the number of Supported Printers at that location.
- 2) Supported Printer capacity will be sold in blocks of Supported Printers shown above.
- 3) License fees for additional Supported Printers in excess of 1000 Supported Printers will be sold in 100 printer blocks.
- 4) The VPSX/Impress Client price is determined by the number of Windows workstations defined to VPSX on which the VPSX/Impress Client is enabled.
- 5) The font files in the VPSX/DBCS Fonts product may only be installed on any machine in which a properly licensed copy of VPSX®, PageCenterX®, VPS®, or VPS/PCL is installed.
- 6) Prices are exclusive of taxes and are subject to change at any time.
- 7) Annual term license fees include maintenance.
- 8) Prices shown require a minimum commitment of 5 years. The annual fee indicated above is the annual fee for the first year of the license term and is subject to annual increases during the license term.