

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

STORAGE TEST SOFTWARE. Tabernus provides a family software products that test, diagnose, and declassify storage devices. Additionally, we provide software developer kits for customers who want to create their own storage test software. Tabernus provides professional programming services to modify or customize our software for their unique needs.

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Special Item No. 132-33 Perpetual Software Licenses

Large Scale Computers

Application Software

Utility Software

Microcomputers

Application Software

Utility Software

Special Item No. 132-34 Maintenance of Software

Tabernus, LLC
8303 N. Mopac Expwy, Suite C220
Austin, Texas 78759

888-700-8560
www.tabernus.com

Contract Number: ___GS35F0517S_____

Period Covered by Contract: ___July 2006 through July 2011_____

General Services Administration
Federal Supply Service

Pricelist current through Modification #__18__, dated _____.

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

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I. INFORMATION FOR ORDERING ACTIVITIES

SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

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

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

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

1. Geographic Scope of Contract:

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

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

Offerors are requested to check one of the following boxes:

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

2. Contractor's Ordering Address and Payment Information:

Tabernus, LLC

ATTN: Accounts Receivable
8303 N. Mopac Expwy, Suite C220
Austin, Texas 78759

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

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

Sales 888-700-8560 or sales@tabernus.com
Support 888-700-8559 or support@tabernus.com

3. LIABILITY FOR INJURY OR DAMAGE

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

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

Block 9: G. Order/Modification Under Federal Schedule

Block 16: Data Universal Numbering System (DUNS) Number: 80-997-9990

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

Block 31: Woman-Owned Small Business - NO

Block 36: Contractor's Taxpayer Identification Number (TIN): 38-3655544

4a. CAGE Code: 3H2Q7

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

5. FOB Destination

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

SPECIAL ITEM NUMBER

DELIVERY TIME (Days ARO)

132-33

5-7 Days

132-34

5-7 Days

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

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

a. Prompt Payment: No discount: Net 30 days from receipt of invoice or date of acceptance, whichever is later.

b. Quantity: The volume discount rate of 45% off SIN 132-33 and 55% off SIN 132-34 of the commercial price list is applied to all products regardless of quantity ordered.

c. Dollar Volume: Not available

d. Government Educational Institutions: Government Educational Institutions are offered the same discounts as all other Government customers.

e. Discount for use of Government Commercial Credit Card: Not available

f. Other Discounts as agreed between ordering office and contractor.

8. Trade Agreements Act of 1979, as amended:

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

9. Statement Concerning Availability of Export Packing: N/A

10. Small Requirements: The minimum dollar value of orders to be issued is \$100.

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

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

Special Item Number 132-33 - Perpetual Software Licenses

Special Item Number 132-34 – Maintenance of Software

12. USE OF FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE CONTRACTS. In accordance with FAR 8.404:

Orders placed pursuant to a Multiple Award Schedule (MAS), using the procedures in FAR 8.404, are considered to be issued pursuant to full and open competition. Therefore, when placing orders under Federal Supply Schedules, ordering activities need not seek further competition, synopsise the requirement, make a separate determination of fair and reasonable pricing, or consider small business set-asides in accordance with subpart 19.5. GSA has already determined the prices of items under schedule contracts to be fair and reasonable. By placing an order against a schedule using the procedures outlined below, the ordering activity has concluded that the order represents the best value and results in the lowest overall cost alternative (considering price, special features, administrative costs, etc.) to meet the ordering activity's needs.

- a. Orders placed at or below the micro-purchase threshold. ordering activities can place orders at or below the micro-purchase threshold with any Federal Supply Schedule Contractor.
- b. Orders exceeding the micro-purchase threshold but not exceeding the maximum order threshold. Orders should be placed with the Schedule Contractor that can provide the supply or service that represents the best value. Before placing an order, ordering activities should consider reasonably available information about the supply or service offered under MAS contracts by using the "GSA Advantage!" on-line shopping service, or by reviewing the catalogs/pricelists of at least three Schedule Contractors and selecting the delivery and other options available under the schedule that meets the ordering activity's needs. In selecting the supply or service representing the best value, the ordering activity may consider--
 - (1) Special features of the supply or service that are required in effective program performance and that are not provided by a comparable supply or service;
 - (2) Trade-in considerations;
 - (3) Probable life of the item selected as compared with that of a comparable item;
 - (4) Warranty considerations;
 - (5) Maintenance availability;
 - (6) Past performance; and
 - (7) Environmental and energy efficiency considerations.
- c. Orders exceeding the maximum order threshold. Each schedule contract has an established maximum order threshold. This threshold represents the point where it is advantageous for the ordering activity to seek a price reduction. In addition to following the procedures in paragraph b, above, and before placing an order that exceeds the maximum order threshold, ordering activities shall--

Review additional Schedule Contractors'

- (1) catalogs/pricelists or use the "GSA Advantage!" on-line shopping service;
- (2) Based upon the initial evaluation, generally seek price reductions from the Schedule Contractor(s) appearing to provide the best value (considering price and other factors); and
- (3) After price reductions have been sought, place the order with the Schedule Contractor that provides the best value and results in the lowest overall cost alternative. If further price reductions are not offered, an order may still be placed, if the ordering activity determines that it is appropriate.

NOTE: For orders exceeding the maximum order threshold, the Contractor may:

- (1) Offer a new lower price for this requirement (the Price Reductions clause is not applicable to orders placed over the maximum order in FAR 52.216-19 Order Limitations);
- (2) Offer the lowest price available under the contract; or
- (3) Decline the order (orders must be returned in accordance with FAR 52.216-19).

d. Blanket purchase agreements (BPAs). The establishment of Federal Supply Schedule BPAs is permitted when following the ordering procedures in FAR 8.404. All schedule contracts contain BPA provisions. ordering activities may use BPAs to establish accounts with Contractors to fill recurring requirements. BPAs should address the frequency of ordering and invoicing, discounts, and delivery locations and times.

e. Price reductions. In addition to the circumstances outlined in paragraph c, above, there may be instances when ordering activities will find it advantageous to request a price reduction. For example, when the ordering activity finds a schedule supply

or service elsewhere at a lower price or when a BPA is being established to fill recurring requirements, requesting a price reduction could be advantageous. The potential volume of orders under these agreements, regardless of the size of the individual order, may offer the ordering activity the opportunity to secure greater discounts. Schedule Contractors are not required to pass on to all schedule users a price reduction extended only to an individual ordering activity for a specific order.

f. Small business. For orders exceeding the micro-purchase threshold, ordering activities should give preference to the items of small business concerns when two or more items at the same delivered price will satisfy the requirement.

g. Documentation. Orders should be documented, at a minimum, by identifying the Contractor the item was purchased from, the item purchased, and the amount paid. If an ordering activity requirement, in excess of the micro-purchase threshold, is defined so as to require a particular brand name, product, or feature of a product peculiar to one manufacturer, thereby precluding consideration of a product manufactured by another company, the ordering activity shall include an explanation in the file as to why the particular brand name, product, or feature is essential to satisfy the ordering activity's needs.

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

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

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

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2001)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

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

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

16. GSA Advantage!

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

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

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

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated at open market purchases. Ordering Activities procuring open market items must follow FAR 8.401(d).

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

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

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

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

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

19. OVERSEAS ACTIVITIES

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

n/a

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

20. BLANKET PURCHASE AGREEMENTS (BPAs)

Federal Acquisition Regulation (FAR) 13.303-1(a) defines Blanket Purchase Agreements (BPAs) as "...a simplified method of filling anticipated repetitive needs for supplies or services by establishing 'charge accounts' with qualified sources of supply." The use of Blanket Purchase Agreements under the Federal Supply Schedule Program is authorized in accordance with FAR 13.303-2(c)(3), which reads, in part, as follows:

"BPAs may be established with Federal Supply Schedule Contractors, if not inconsistent with the terms of the applicable schedule contract."

Federal Supply Schedule contracts contain BPA provisions to enable schedule users to maximize their administrative and purchasing savings. This feature permits schedule users to set up "accounts" with Schedule Contractors to fill recurring requirements. These accounts establish a period for the BPA and generally address issues such as the frequency of ordering and invoicing, authorized callers, discounts, delivery locations and times. Agencies may qualify for the best quantity/volume discounts available under the contract, based on the potential volume of business that may be generated through such an agreement, regardless of the size of the individual orders. In addition, agencies may be able to secure a discount higher than that available in the contract based on the aggregate volume of business possible under a BPA. Finally, Contractors may be open to a progressive type of discounting where the discount would increase once the sales accumulated under the BPA reach certain prescribed levels. Use of a BPA may be particularly useful with the new Maximum Order feature. See the Suggested Format, contained in this Schedule Pricelist, for customers to consider when using this purchasing tool.

21. CONTRACTOR TEAM ARRANGEMENTS

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

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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

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

23. SECTION 508 COMPLIANCE.

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

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

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

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

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

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

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

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
 - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

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

1. INSPECTION/ACCEPTANCE

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

2. GUARANTEE/WARRANTY

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

LIMITED WARRANTY AND DAMAGES DISCLAIMER

Subject to the conditions and limitations on liability stated herein, Tabernus warrants for a period of ninety (90) days from the delivery of the first copy of each type of SOFTWARE, as so delivered, will materially conform to Tabernus' then current documentation for such SOFTWARE. This warranty covers only problems reported to Tabernus during the warranty period. ANY LIABILITY OF TABERNUS WITH RESPECT TO THE SOFTWARE OR THE PERFORMANCE THEREOF UNDER ANY WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY WILL BE LIMITED EXCLUSIVELY TO PRODUCT REPLACEMENT OR, IF REPLACEMENT IS INADEQUATE AS A REMEDY OR, IN TABERNUS' OPINION, IMPRACTICAL, TO REFUND OF THE LICENSE FEE. EXCEPT FOR THE FOREGOING, THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF FITNESS OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, TABERNUS DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE SOFTWARE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. The LICENSEE understands that Tabernus is not responsible for and will have no liability for hardware, software, to other items or any services provided by any persons other than Tabernus. Tabernus shall have no liability for delays or failures beyond its reasonable control.

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

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

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 888-700-8559 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9:00 AM to 5:00 PM Mountain time. Additional support may be found at support@tabernus.com.

4. SOFTWARE MAINTENANCE

a. Software maintenance service shall include the following:

Tabernus, LLC (Tabernus) shall provide Program maintenance and support services to Customer as defined and described below at the fees set forth in annual software maintenance pricelist (accompanying document):

I. Maintenance and Support Service Fees

Maintenance and Support Service Period (Begins date specified on TotalCare quote or annual renewal date):

During the Maintenance and Support Service Period, maintenance and support services are included with any Program licensed under this Agreement at no additional charge to Customer. After the Maintenance and Support Service Period, the Customer at its option shall continue the maintenance and support services for the Programmed Licensed at its discretion. Warranty Period for this Agreement shall be defined as one year following Tabernus' receipt of a valid Customer contract and/or purchase order.

II. Software Corrective Levels, New Releases and New Versions

- A. Tabernus will modify the Program to permanently correct Program defects and problems.
 - B. Tabernus will provide Customer with all functional, operational and feature enhancements that Tabernus releases to the general market for the licensed product.
 - 1. All New Released and New Versions of the Program are provided under the maintenance and support service fees.
 - 2. All New Released and New Versions of the Program will be either downward compatible with the previous version or come with a migration path from the previous version to the new version.
- b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

5. PERIODS OF TERM LICENSES (132-32) AND MAINTENANCE (132-34)

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

6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE Not Offered

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to _____% of all term license payments during the period that the software was under a term license within the ordering activity.

7. TERM LICENSE CESSATION Not Offered

- 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.

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

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

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

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

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

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

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

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

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

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

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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

All of our software is provided on CD. The client has the option of receiving an electronic version of our software.

All of our commercial software works with Microsoft WINDOWS operating systems : NT/2000/XP/Server 2003. Additional operating systems are specified, for example, WorkForce32 has a Linux version.

All of our software comes with User Guides provided in soft copy format that describe all the functions and features of the product.

All of our software is provided with software encryption in one of two forms: 1) software encryption, or 2) hardware key encryption key. Software may be authorized for single seat or multiple seats in a network environment.

11. RIGHT-TO-COPY PRICING

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

III. TABERNUS SOFTWARE – PRODUCT CATALOG DESCRIPTIONS

1. SIN 132-33 Perpetual Software Licenses

<u>Disk Purge Enterprise - Windows</u>	WINDOWS	IBM PC Compatible
DES APPROVED & HIPAA COMPLIANT TOOL FOR THE ERASING OF DATA FROM DISK DRIVES Disk Purge Declassification Software is DES/DOD endorsed for completely and thoroughly sanitizing any SCSI disk device to the following standards: DOD 5200.28, NCSC-TG-025, AFSSI 5020, OPNAV 5510 and AR-380-19. Tabernus' new Disk Purge product allows any storage device owner to completely erase all data from any SCSI or Fibre Channel disk drive. Tabernus has modified the high-tech interface, to make the disk declassification process very user friendly and is now offering this technology to anyone who is motivated to be compliant with the following Acts: • Health Insurance Portability and Accountability Act (HIPAA) • Gramm-Leach-Bliley Act (GLBA) • Sarbanes-Oxley Act • The Patriot Act • Identity Theft and Assumption Deterrence Act Purpose: Declassify Drives The disk purge product completely erases all data from one or more disk drives. This allows disks with sensitive or classified information to be sanitized and re-used. Ensure Security Using Disk Purge software will guarantee that ALL data will be completely erased from a disk drive. Easy to Use Operation Tabernus' designed this product to be very user friendly! To start this process, the user simply selects devices in the device tree (similar to windows) and clicks the Start button. The declassification and purging process is multithreaded and will operate on multiple drives simultaneously.		
<u>Disk Purge Enterprise - Linux</u>	Linux OS	IBM PC Compatible
DOD and HIPAA Compliant disk erasing software that works on computers and server systems using the Linux operating system. This product is similar in function and features as the Disk Purge Enterprise Window product. • Easy to Use • Unlimited Erases		

<u>Disk Purge - Professional Edition</u>	ALL Operating Systems	IBM PC Compatible
Professional Edition offers office managers, health professionals, and professionals an unlimited number hard drive erases in an easy to use software package. Works for All PC based Operating systems - Windows 95, 98, Me, NT, 2000, XP and Linux. Operates even if OS is unstable or missing. Erases all types of devices : Supports any size hard drive - IDE, USB, SATA, SCSI and RAID, Erase the entire drive or selected partitions, Erase USB flash drives, memory keys, media cards, and firewire. Professional Edition is a perfect erase solution for : Recirculating computer or laptops among employees, Maintaining compliant with HIPAA, SEC-2, and FACTA regulations, Securely removing medical records and financial information.		

<u>Disk Purge – Standard Edition</u>	ALL Operating Systems	IBM PC Compatible
For single use needs of erasing or sanitizing home or office computer. Limited uses. Works for All PC based Operating systems - Windows 95, 98, Me, NT, 2000, XP and Linux. Operates even if OS is unstable or missing. Erases all types of devices : Supports any size hard drive - IDE, USB, SATA, SCSI and RAID, Erase the entire drive or selected partitions, Erase USB flash drives, memory keys, media cards, and firewire.		

<u>NorthstarADT™</u>	WINDOWS OS	IBM PC Compatible
The definitive tool for testing storage systems to their design specifications, this “no limits” tool incorporates multi-bus, multi-threaded technology that includes advanced scripting, command-tag queuing and the highest I/O rates possible with an intuitive user interface. <u>Features :</u> • Command Compliance Testing - Our AtlasCCT product will become part of our standard NorthstarADT product, providing a complete command compliance test suite. • Fibre Protocol Module - Our PulsarTE product will be part of our standard NorthstarADT product, adding a fibre channel (FC) protocol module. • Performance Testing - NorthstarADT will be able to run tests with different transfer lengths and graphically compare the performance at each transfer length. • iSCSI Support - NorthstarADT will support Microsoft's iSCSI initiator for more robust iSCSI testing. • Disk Declassification Module - Provides the ability to overwrite and declassify sensitive data from any SCSI or FC disk drive. • User-Defined CDBs - The User-Defined CDBs feature will be completely rewritten to take advantage of the new command list, which came from AtlasCCT. The new interface is easier to use than ever. • HTML Help - NorthstarADT's help will be completely converted to HTML (webpage) format. This makes the help will be easier to navigate and much more informative. • User Interface Updates - Commands such as Start/Stop Unit and Change Capacity/Block Size will be redesigned to look better and to be easier to use. • Media Duplication Enhancement - Media duplication will support copying from legacy tapes created with the other SCSI applications to one or more disks.		

AriesAT™ Development Package	WINDOWS OS	IBM PC Compatible
Aries AT™ is a COM toolkit that allows programmers to write SCSI testing tools with minimal effort. Aries AT™ contains an API (application programmer's interface) that exposes core SCSI functionality so developers can focus on writing test algorithms and user interfaces instead of worrying about low-level driver interfaces or complicated SCSI data structures. Aries AT™ is thread-safe so it supports testing many devices simultaneously, even if the devices are on different host bus adapters. Aries also gives programmers the ability to do large transfers (up to 16MB), and tagged command queuing. AriesAT includes enhancements to iSCSI support and now comes standard with both a SCSI and FC protocol control module (formerly Tabernus' OrionSDK product).		
AriesAT™ Runtime License	WINDOWS OS	IBM PC Compatible
AriesAT Runtime License allows software programs created by the AriesAT Development Package to be run and executed on other computer and system platforms.		

Workforce™ for SCSI	WINDOWS OS, LINUX	IBM PC Compatible
Simple and reliable, WorkForce has defined cost effective script driven volume testing within the mass storage industry for the better part of a decade. WorkForce was designed to meet the product testing, quality control and configuring requirements of a high volume production line. WorkForce is full, 32-bit multi-threaded application operating under Windows NT 3.51 and above. The system allows for simultaneous testing with up to 8 host adapters and total of up to 15 devices per adapter (parallel SCSI) or two controllers with up to 126 devices each (Fibre Channel). The test process is driven by a simple ASCII configuration file for each specific part number. The user interface is designed for operator ease and features hot keys for major functions.		
GeminiQT with Protocol Control	WINDOWS OS	IBM PC Compatible
Gemini is the latest and greatest in script driven DVT & ORT (burn-in) testing. Gemini runs the users scripts, either directly or by processing a script file, take the appropriate action, and report the results. The powerful Gemini script language provides the ability to exercise disc drives in a multiple of ways. It can send SCSI commands including but not limited to, write, read, mode select, format, download, start/stop, log select and log sense. It can set up a series of operations (write, read, verify, seek) to be performed simultaneously on all drives. Test parameters such as starting LBA, transfer length, data pattern, queue type and queue depth can be varied throughout a script. The Gemini scripting language also provides the ability to control and monitor environmental chambers and power supplies. This allows the user to automate tests requiring varying environmental and voltage conditions. Gemini also provides many script control constructs such as subroutines, loop/end loop, if/then/else, script variables and mathematic operations to aide the user in script.		

2. SIN 132-34 Maintenance Software Licenses

TotalCare Upgrade & Support Program		
Tabernus' TotalCare Upgrade Program is available to all software users. The program consists of one-year of software upgrades & enhancements, telephone technical support, discount on other Tabernus products & custom development services, and a subscription to Tabernus' technical newsletter.		

IV. PRICE LIST – NEGOTIATED UNIT PRICE*

1. SIN 132-33 Perpetual Software Licenses

SIN 132-33 Perpetual Software Licenses - Price List per Unit of Software

-All perpetual software licenses come with free maintenance and upgrade for 1 full year from purchase.

Brand	Model Name	Catalog	Description	NET PRICE
Tabernus	Disk Purge Enterprise	DSKP	Software to erase and declassify disk drives. Certified by DoD & HIPAA Compliant. Windows OS.	\$551
Tabernus	Disk Purge Enterprise - Linux	DPE/Lin	Software to erase and declassify disk drives. Certified by DoD & HIPAA Compliant. Linux OS.	\$551
Tabernus	Disk Purge - Professional Edition	DP/Pro	Disk Erasing Software - unlimited use	\$52.64
Tabernus	Disk Purge - Standard Edition	DP/Std	Disk Erasing Software - limited use	\$19.99
Tabernus	NorthstarADT	NSTR	Software tool for testing storage devices to their design limitations. Windows OS.	\$1659
Tabernus	AriesAT Development Package	ARS/DEV	Common Objects Module toolkit that allows programmers to write SCSI testing software with minimal effort.	\$1936
Tabernus	AriesAT Runtime License	ARS/RUN	Runtime license for software created using AriesAT Development Package.	\$277
Tabernus	Workforce for SCSI	WFC32	Manufacturing test software for storage devices. Windows OS, Linux.	\$1936
Tabernus	GeminiQT with Protocol Control	GEM/PRO	Design verification test & on-going reliability test software for storage devices. Script driven. Windows OS.	\$2767

2. SIN 132-34 Maintenance Software Licenses

SIN 132-34 Maintenance Software - Price List Price List per Unit of Software

Brand	Model Name	Catalog	Description	NET PRICE
Tabernus	Disk Purge Enterprise	DPE/MNT	1-year annual maintenance and with free upgrades	\$133
Tabernus	NorthstarADT	NSTR/MNT	1-year annual maintenance and with free upgrades	\$340
Tabernus	AriesAT Development Package	ARS/MNT	1-year annual maintenance and with free upgrades	\$226
Tabernus	AriesAT Runtime License	ARS/MNT	1-year annual maintenance and with free upgrades	\$226
Tabernus	Workforce for SCSI	WFC32/MNT	1-year annual maintenance and with free upgrades	\$451
Tabernus	GeminiQT with Protocol Control	GEM/MNT	1-year annual maintenance and with free upgrades	\$451

*NOTE: All NET Prices include the IFF 0.75% Fee.

V. USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

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

VI. BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and TABERNUS, LLC enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) FCIS-JB-980001-B-REFRESH #14.

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

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

Signatures

Ordering Activity Date

Contractor Date

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) FCIS-JB-980001-B-REFRESH #14., Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

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

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
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(2) Delivery:	
DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

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

(4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

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

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

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

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

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

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

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VII. BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

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

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

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

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

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

Here is a general outline on how it works:

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

VIII. TABERNUS COMMERCIAL PRICELIST

1. SIN 132-33 Perpetual Software Licenses

-All perpetual software licenses come with free maintenance and upgrade for 1 full year from purchase.

Brand	Model Name	Catalog	Description	Commercial
Tabernus	Disk Purge Enterprise	DSKP	Software to erase and declassify disk drives. Certified by DoD & HIPAA Compliant. Windows OS.	\$995
Tabernus	Disk Purge Enterprise	DPE/Lin	Software to erase and declassify disk drives. Certified by DoD & HIPAA Compliant. Linux OS.	\$995
Tabernus	Disk Purge - Professional Edition	DP/Pro	Disk Erasing Software - unlimited use	\$95
Tabernus	Disk Purge - Standard Edition	DP/Std	Disk Erasing Software - limited use	\$39.99
Tabernus	NorthstarADT	NSTR	Software tool for testing storage devices to their design limitations. Windows OS.	\$2,995
Tabernus	AriesAT Development Package	ARS/DEV	Common Objects Module toolkit that allows programmers to write SCSI testing software with minimal effort.	\$3,495
Tabernus	AriesAT Runtime License	ARS/RUN	Runtime license for software created using AriesAT Development Package.	\$500
Tabernus	Workforce for SCSI	WFC32	Manufacturing test software for storage devices. Windows OS, Linux.	\$3,495
Tabernus	GeminiQT with Protocol Control	GEM/PRO	Design verification test & on-going reliability test software for storage devices. Script driven. Windows OS.	\$4,995

2. SIN 132-34 Maintenance Software Licenses

Brand	Model Name	Catalog	Description	Commercial
Tabernus	Disk Purge Enterprise	DPE/MNT	1-year annual maintenance and with free upgrades	\$295
Tabernus	NorthstarADT	NSTR/MNT	1-year annual maintenance and with free upgrades	\$750
Tabernus	AriesAT Development Package	ARS/MNT	1-year annual maintenance and with free upgrades	\$500
Tabernus	AriesAT Runtime License	ARS/MNT	1-year annual maintenance and with free upgrades	\$500
Tabernus	Workforce for SCSI	WFC32/MNT	1-year annual maintenance and with free upgrades	\$995
Tabernus	GeminiQT with Protocol Control	GEM/MNT	1-year annual maintenance and with free upgrades	\$995

All Prices Effective August 1, 2005.