



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

Special Item No. 132-8 Purchase of Equipment
Special Item No. 132-32 Term Software Licenses
Special Item No. 132-33 Perpetual Software Licenses
Special Item No. 132-34 Maintenance of Software
Special Item No. 132-50 Training Courses
Special Item No. 132-52 Electronic Commerce Services

Note: Contractor has been awarded all Special Item Numbers under the Cooperative Purchasing and Disaster Recovery Programs.

**Savi Technology, Inc., dba Savi Technology, a Lockheed
Martin Company**

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Mountain View, CA 94041

Santa Clara County

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Contract Number:

GS-35F-0555T

Period Covered by Contract:

July 24, 2007 through July 23, 2012

General Services Administration
Federal Acquisition Service

Pricelist current through Modification #PS-0018, dated June 21, 2010.

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

SIN 132-8 PURCHASE OF EQUIPMENT

FSC CLASS 7010 - SYSTEM CONFIGURATION

Other Systems Configuration Equipment, Not Elsewhere Classified

FSC CLASS 7025 - INPUT/OUTPUT AND STORAGE DEVICES

Network Equipment

Other Communications Equipment

Other Input/Output and Storage Devices, Not Elsewhere Classified

FSC CLASS 5895 - MISCELLANEOUS COMMUNICATION EQUIPMENT

Miscellaneous Communications Equipment

- Installation (FPDS Code N070) for Equipment Offered

- Deinstallation (FPDS N070)

- Reinstallation (FPDS N070)

NOTE: Installation must be incidental to, in conjunction with and in direct support of the products sold under SIN 132-8 of this contract and cannot be purchased separately. If the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply. In applying the Davis-Bacon Act, ordering activities are required to incorporate wage rate determinations into orders, as applicable.

SIN 132-32 - TERM SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

Application Software

Utility Software

Communications Software

Microcomputers

Application Software

Utility Software

Communications Software

SIN 132-33 - PERPETUAL SOFTWARE LICENSES

FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE

Large Scale Computers

Application Software

Utility Software

Communications Software

Microcomputers

Application Software

Utility Software

Communications Software

SIN 132-34 - MAINTENANCE OF SOFTWARE

SIN 132-50 - TRAINING COURSES FOR INFORMATION TECHNOLOGY EQUIPMENT AND SOFTWARE (FPDS Code U012)

SIN 132-52 - ELECTRONIC COMMERCE (EC) SERVICES

FPDS Code D399

Other Data Transmission Services, Not Elsewhere Classified - Except "Voice" and Pager Services

NOTE: Electronic Commerce Services are not intended to supersede or be substitute for any voice requirements of FTS2001.

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

SPECIAL NOTICE TO AGENCIES: Small Business Participation

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

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.gsa.gov/fas). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (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. 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:

Ordering Address:

**Savi Technology, Inc., dba
Savi Technology, a Lockheed Martin Company
Order Management
3601 Eisenhower Avenue, Suite 280
Alexandria, VA 22304**

Payment Address:

**Savi Technology, Inc., dba
Savi Technology, a Lockheed Martin Company
Attn: Accounts Receivables
351 E. Evelyn Ave.
Mountain View, CA 94041**

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 can be used by ordering activities to obtain technical and/or ordering assistance:
(703) 317-9000

3. LIABILITY FOR INJURY OR DAMAGE

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

4. STATICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule
 Block 16: Data Universal Numbering System (DUNS) Number: **605652288**
 Block 30: Type of Contractor - **C. Large Business**
 Block 31: Woman-Owned Small Business - **No**
 Block 36: Contractor's Taxpayer Identification Number (TIN): **77-0210496**

- 4a. CAGE Code: **0J463**
- 4b. Contractor **has** registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE

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

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
<u>132-8</u>	<u>30 Days ARO for in-stock items only</u>
<u>132-32</u>	<u>30 Days ARO for in-stock items only</u>
<u>132-33</u>	<u>30 Days ARO for in-stock items only</u>

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: None – NET 30 days from receipt of invoice or date of acceptance, whichever is later.
- b. Quantity:

Part Number (s)	Quantity Break	Discount Break	Part Number (s)	Quantity Break	Discount Break
SP-651-111, SP-651-111-2, SP-651-111-3, SP-651-111-6, SP-651-111-7	Single Order Qty. 250+	1.88%	SSM-650-SW-DL, SSM-650-SW-CL	Single order of qty of 2-20 Single order of qty of 21-50 Single order of qty of 51-100 Single order of qty of 100+	2.78% 10.00% 20.00% 35.00%
SP-651-211, SP-651-211-2, SP-651-211-3, SP-651-211-6, SP-651-211-7, SP-651-311, SP-651-311-2, SP-651-311-3, SP-651-311-6, SP-651-311-7	Single Order Qty. 250+	5.00%	SCT-KIT-C	Single order of qty of 51-100 Single order of qty of 101-250 Single order of qty of 251-500 Single order of qty of 500+	4.02% 7.77% 15.55% 27.61%
SP-652-111, SP-652-111-2, SP-652-111-3, SP-652-111-6, SP-652-111-7	Single Order Qty. 250+	4.05%	SSM-650-SW-DS, SSM-650-SW-CS	Single order of qty of 2-20 Single order of qty of 21-50 Single order of qty of 51-100 Single order of qty of 100+	4.91% 9.96% 19.92% 34.92%
SP-652-211, SP-652-211-2, SP-652-211-3, SP-652-211-6, SP-652-211-7, SP-652-311, SP-652-311-2, SP-652-311-3, SP-652-311-6, SP-652-311-7	Single Order Qty. 250+	5.86%	SSM-650-SW-DM, SSM-650-SW-CM	Single order of qty of 2-20 Single order of qty of 21-50 Single order of qty of 51-100 Single order of qty of 100+	5.00% 10.00% 15.00% 35.00%
SCT-400-SW	Single order of qty of 51-100 Single order of qty of 101-250 Single order of qty of 251-500 Single order of qty of 500+	4.94% 9.88% 20.06% 34.88%	ST-602-14	Single Order Qty 1 to 5,000 Single Order Qty 5,001 to 25,000 Single Order Qty 25,001 to 50,000 Single Order Qty 50,000+	5% 6.52% 13.04% 19.57%

c. Dollar Volume: None

- d. Government Educational Institutions: Are offered the same discount as all other Government customers.
- e. Other: None

8. TRADE AGREEMENTS ACT OF 1979, as amended:

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

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:

Not applicable

10. Small Requirements:

The minimum dollar value of orders to be issued is \$100.00.

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

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

- Special Item Number 132-8 - Purchase of Equipment
- Special Item Number 132-32 - Term Software Licenses
- Special Item Number 132-33 - Perpetual Software Licenses
- Special Item Number 132-34 – Maintenance of Software
- Special Item Number 132-52 - Electronic Commerce (EC) Services

- b. The Maximum Order value for the following Special Item Number (SIN) is \$25,000:

- Special Item Number 132-50 - Training Courses

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

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

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

- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:

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

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

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

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS):

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

concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

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

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges. *NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.*
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.
- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES

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

16. GSA ADVANTAGE!

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

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

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

17. PURCHASE OF OPEN MARKET ITEMS

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

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

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

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

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

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

19. OVERSEAS ACTIVITIES

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

None

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

20. BLANKET PURCHASE AGREEMENTS (BPAs)

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

21. CONTRACTOR TEAM ARRANGEMENTS

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

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

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

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

23. SECTION 508 COMPLIANCE

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

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

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES

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

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:
This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

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

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
 - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or

- (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY

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

27. ADVANCE PAYMENTS

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

**TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT
(SPECIAL ITEM NUMBER 132-8)**

1. MATERIAL AND WORKMANSHIP

All equipment furnished hereunder must satisfactorily perform the function for which it is intended.

2. ORDER

Written orders, EDI orders (GSA Advantage! and FACNET), credit card orders, and orders placed under blanket purchase agreements (BPA) agreements shall be the basis for purchase in accordance with the provisions of this contract. If time of delivery extends beyond the expiration date of the contract, the Contractor will be obligated to meet the delivery and installation date specified in the original order.

For credit card orders and BPAs, telephone orders are permissible.

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract.

4. INSTALLATION AND TECHNICAL SERVICES

a. **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule:
Equipment is self-installable.

b. **INSTALLATION, DEINSTALLATION, REINSTALLATION.**

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

c. **OPERATING AND MAINTENANCE MANUALS**

The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. 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 equipment that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming equipment 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 item, unless the change is due to the defect in the item.

6. WARRANTY

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

Savi warrants that for a period of one (1) year from delivery, the Hardware will be free from defects in workmanship and materials, and operate in conformity with any specification provided. This warranty will not apply to hardware provided by third parties, but Savi will pass on to Customer any warranty received from such third party. The foregoing warranty does not apply to any Hardware which has been damaged by accident, shipment, handling or misuse, or that malfunctions due to alternations, repairs or installation performed other than by Savi. Customer shall provide Savi with written notice of any Hardware it believes are defective and return them to Savi at Customer's cost for evaluation by Savi. Savi's sole obligation and Customer's sole and exclusive remedy for any breach of this warranty shall be to repair or replace the defective product.

- 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.
- d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows:

351 E. Evelyn Ave.
Mountain View, CA 94041
Santa Clara County

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

The purchase price that the ordering activity will be charged will be the ordering activity purchase price in effect at the time of order placement, or the ordering activity purchase price in effect on the installation date (or delivery date when installation is not applicable), whichever is less.

8. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City or otherwise) covering work of this character, and shall include all costs, if any, of such compliance in the prices quoted in this offer.

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

When an ordering activity determines that Information Technology equipment will be replaced, the ordering activity shall follow the contracting policies and procedures in the Federal Acquisition Regulation (FAR), the policies and procedures regarding disposition of information technology excess personal property in the Federal Property Management Regulations (FPMR) (41 CFR 101-43.6), and the policies and procedures on exchange/sale contained in the FPMR (41 CFR part 101-46).

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

1. INSPECTION/ACCEPTANCE

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

2. GUARANTEE/WARRANTY

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

Savi warrants that for a period of ninety (90) days from the date the Software is delivered by Savi to Customer, the unmodified Software, if operated as directed, will materially conform to the Documentation for the applicable Software. Savi does not warrant, however, that use of the Software will be uninterrupted or that the operation of the Software will be error-free. Savi's sole obligation and Customer's sole and exclusive remedy for any breach of this warranty shall be to repair or replace the defective media or Software.

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 1-888-994-SAVI or 1-408-743-8888 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8:00 am to 5:00 pm PST.

4. SOFTWARE MAINTENANCE

a. Software maintenance service shall include the following:

Maintenance includes minor upgrades and technical support during normal business hours.

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 PERIODS OF MAINTENANCE (132-34)

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

b. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for maintenance, the period of the maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the 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 maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

6. 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.

7. 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.

8. 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.

9. RIGHT-TO-COPY PRICING

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

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

1. SCOPE

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

2. ORDER

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

3. TIME OF DELIVERY

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

4. CANCELLATION AND RESCHEDULING

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

5. FOLLOW-UP SUPPORT

The Contractor agrees to provide each student with unlimited telephone support for a period of one (1) year from the completion of the training course. During this period, the student may contact the Contractor's instructors for refresher assistance and answers to related course curriculum questions.

6. PRICE FOR TRAINING

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

7. INVOICES AND PAYMENT

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

8. FORMAT AND CONTENT OF TRAINING

- a. The Contractor shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings. Such documentation will become the property of the student upon completion of the training class.
- b. ****If applicable**** For hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c. The Contractor shall provide each student with a Certificate of Training at the completion of each training course.
- d. The Contractor shall provide the following information for each training course offered:
 - (1) The course title and a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
 - (2) The length of the course;
 - (3) Mandatory and desirable prerequisites for student enrollment;
 - (4) The minimum and maximum number of students per class;
 - (5) The locations where the course is offered;
 - (6) Class schedules; and
 - (7) Price (per student, per class (if applicable)).
- e. For those courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. Contractors cannot use GSA city pair contracts. The Industrial Funding Fee does NOT apply to travel and per diem charges.

Savi® Asset Management Application

The Savi Asset Management Application Course is a 1-day, hands-on training session targeted at individuals responsible for use of the SmartChain® Asset Management Application (AMA). The course provides step-by-step instruction for performing key and functional operations using the web interface and handheld applications.

Savi® Consignment Management Application

The Savi Consignment Management Application Course is a 1-day hands-on training session targeted at individuals responsible for use of the Savi SmartChain® Consignment Management Application (CMA). The course provides step-by-step instruction for performing key and functional operations using the web interface and handheld applications.

Field Service Engineering

The Savi Field Service Engineering Training is a 4-day, hands-on training session targeted at individuals in the role of a Field Service Engineer. The course provides instructions for performing installation and maintenance of Savi RFID Systems, instructions for installation and use of Savi SmartChain® middleware products, including process and procedures for performing site surveys.

Savi Portable Deployment Kit

This 2-day, instructor-led course provides a hands-on, skills-driven training session on the Savi Portable Deployment Kit (PDK). The class is targeted at individuals responsible for the installation, configuration, and/or use of the Savi PDK in the field. The course provides an overview of all of the Savi hardware and software components of the Savi PDK, along with step-by-step instruction for performing all of the key functional operations.

Savi® SmartChain Enterprise Platform

The Savi SmartChain® Enterprise Platform course is a two-day, hands-on course designed for individuals responsible for administering and maintaining the Savi SmartChain Enterprise Platform. The course provides step-by-step instructions for performing key configuration and functional operations.

Savi® Site Manager

The Savi SmartChain® Site Manager course is a one-day, hands-on course designed for individuals responsible for managing the Savi RFID network at a local site. The course provides an overview of RFID terminology, Savi hardware specifics, and step-by-step instructions for performing key and functional tasks from the SmartChain Site Manager Console.

The class schedules for the open enrollment training courses can be viewed at <http://www.savi.com/skc/schedule.shtml>. Prior to placing an order for any of these courses, the Government must register each student using Savi's online registration method at the aforementioned Website. Registration reserves a seat only and is not complete until a task order or credit card order has been issued. Each task order will contain the following information for each SLIN ordered: Name(s) of the student(s), dates of class in which the student(s) is (are) registered, and the Period of Performance (PoP).

If any of the training packages (i.e., Asset Management Application Package, Consignment Management Application Package, and Savi SmartChain® & Site Manager Package) are ordered, the Government must register each student in each of the courses contained in the applicable package and identify in the order the aforementioned information (i.e., student name, class dates, and PoP) for each course contained in the package.

Custom Training Courses must be coordinated with Savi by contacting your Account Executive or the Savi Knowledge Center at registrar@savi.com. For "Onsite" courses, the location of the training course must be specified and a ship to address, local point of contact, and phone number must be provided within the order to allow any equipment to be shipped for use within the training. FSE Training cannot be included in a Custom Training Onsite course due to the amount of equipment that is required to perform the training.

**TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC COMMERCE (EC)
SERVICES (SPECIAL ITEM NUMBER 132-52)**

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-52 Electronic Commerce Services apply exclusively to EC Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of EC Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is

delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (JAN 1986) (Deviation – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite EC Services.

9. INDEPENDENT CONTRACTOR

All EC Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

- b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for EC services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

- (a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- (b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
 - (1) The offeror;
 - (2) Subcontractors; and/or
 - (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF EC SERVICES AND PRICING

Please see the attached pricing.

**USA COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS**

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

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

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

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

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

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

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

Cindy Brook

Phone: (703) 317-3212

cbrook@savi.com

Fax: (703) 842-8060

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

(Insert Customer Name)

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

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

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

Signatures

Ordering Activity

Date

Contractor

Date

**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.

SOFTWARE LICENSE, HARDWARE AND SERVICES AGREEMENT

This Software License, Hardware and Services Agreement (the "Agreement") is entered into as of __ _____ 200__, (the "Effective Date") between Savi Technology, Inc., a California corporation having its principal place of business at 351 E. Evelyn Avenue, Mountain View, CA 94041 (referred to herein as "Savi") and _____ (referred to herein as "Customer"), having its principal place of business at _____. This Agreement includes the attached Exhibits A, B, C, D and E.

1 OVERVIEW

Customer, a _____ company specializing in _____, has requested Savi to provide software, hardware and services in relation to _____ (the "**Project Purpose**").

2 DEFINITIONS

- 2.1. "**Configuration Limitations**" shall mean with respect to any Software licensed to Customer under this Agreement, the particular limitations on the configurations in which the Software may be installed or used, including, without limitation, any site or location limitations as specified in Exhibit A.
- 2.2. "**Documentation**" shall mean such manuals, documentation and other supporting materials related to the Software and Hardware as are currently maintained by Savi and generally provided to its customers. Documentation is considered part of the related Software or Hardware, as applicable.
- 2.3. "**Embedded Software**" shall have the meaning set forth in Section 4.3.
- 2.4. "**Hardware**" shall mean Savi's proprietary hardware products as identified in Exhibit B, and all related Documentation.
- 2.5. "**Intellectual Property Rights**" shall mean patent rights (including patent applications and disclosures), copyrights, trade marks, trade secrets, know-how and any other intellectual property rights recognized in any country or jurisdiction in the world.
- 2.6. "**Services**" shall mean those services that Savi provides to Customer pursuant to the Statement of Work attached to this Agreement as Exhibit D.
- 2.7. "**Software**" shall mean the executable code versions of Savi's proprietary software product(s) described in Exhibit A and provided to Customer pursuant to this Agreement. Software includes the applicable Documentation, as well as any bug fixes, updates or enhancements to the Software that may be provided to Customer by Savi pursuant to this Agreement. Software specifically excludes Embedded Software and any Third Party Software.
- 2.8. "**Statement of Work**" shall mean the statement of work that sets forth the Services to be performed by Savi under this Agreement and the related duties of Customer, attached hereto as Exhibit D.
- 2.9. "**Support Services**" shall mean the support efforts provided by Savi pursuant to Exhibit E during the Support Services Term in response to Customer requests for assistance in the support and/or maintenance of the Software or Hardware.
- 2.10. "**Support Services Term**" shall mean the period beginning from the Effective Date and terminating on the one (1) year anniversary of the Effective Date.
- 2.11. "**Third Party Hardware**" shall mean any hardware provided by Savi to Customer pursuant to this Agreement that is not proprietary to Savi.
- 2.12. "**Third Party Software**" shall mean any software with which Software interacts and that is not proprietary to Savi.

3 SOFTWARE LICENSE AND MAINTENANCE SERVICES

- 3.1. **Software License Grant.** Subject to Customer's compliance with the terms and conditions of this Agreement (including the payment of all applicable fees), Savi hereby grants to Customer a non-exclusive, non-transferable, limited-term license to use the Software during the term of this Agreement, solely for the Project Purpose and subject to the Configuration Limitations.
- 3.2. **Limited Rights and Non-disclosure.** Customer's rights in the Software are limited to those expressly granted in this Section 3. Savi and its licensors reserve all rights and licenses in the Software not expressly granted to Customer herein. Customer shall not permit access to the Software by any third party without the prior written permission of Savi to do so. Customer shall not use the Software to provide service bureau, time-sharing, rental or other computer services to third parties, or otherwise provide third parties with access to the Software. Customer acknowledges that portions of the Software, including, without limitation, the source code and the specific design and structure of the individual modules or programs, constitute trade secrets of Savi and its licensors. Accordingly, Customer shall not disassemble, decompile, reverse engineer, attempt to reconstruct or discover any source code, data models, underlying ideas, algorithms, file formats or files contained in or generated by the Software by any means whatsoever (except to the extent that such a prohibition would violate applicable law). Customer may not copy, modify or create derivative works of the Software, in whole or in part, nor permit or authorize any third party to do so. Customer may not remove, amend, deface or modify any program markings or any notice of Savi's proprietary rights appearing in the Software as delivered to Customer.
- 3.3. **Proprietary Rights.** Savi exclusively owns and retains all right, title and interest in and to the Software, and all Intellectual Property Rights therein.
- 3.4. **Verification.** Savi may, at any time during Customer's normal business hours with reasonable notice request and gain access to Customer's premises and/or the location of Software for the limited purpose of conducting an inspection to determine and verify that the Software is being used in compliance with the terms and conditions of this Agreement. Any such inspection will be conducted in a manner that does not unreasonably disrupt the user's business and will be restricted in scope, manner and duration to that reasonably necessary to achieve its purpose. Savi will maintain in confidence all information discovered by or provided to Savi in connection with any such inspection, and shall not use same, or disclose same to any third party, except as may be necessary to enforce Savi's rights hereunder.

4 HARDWARE

- 4.1. **Hardware Products.** Savi will sell to Customer, and Customer shall purchase from Savi, the Hardware set forth on Exhibit B. Ownership of Hardware (except as to any Software or Embedded Software residing on the Hardware) shall vest in Customer upon full payment of Hardware product fees.
- 4.2. **Security Interest.** Customer hereby grants Savi and Savi hereby reserves a purchase money security interest in the Hardware and the proceeds thereof as security for Customer's obligation to pay for the Hardware. Such purchase money security interest shall terminate upon full payment of amounts due for Hardware hereunder.
- 4.3. **Embedded Software.** Customer acknowledges and agrees that Savi licenses and does not sell any of the software or firmware that is embedded into or incorporated within the Hardware (collectively, "**Embedded Software**"). Accordingly, to the extent that any Hardware provided to Customer hereunder includes or contains any Embedded Software, Customer is deemed to be granted a non-exclusive, non-transferable license to use the Embedded Software, solely in conjunction with the Hardware in which it is embedded.
- 4.4. **Restrictions.** Customer acknowledges and agrees that portions of the Embedded Software, including, without limitation, the source code and the specific design and structure of individual modules or programs, constitute trade secrets of Savi and its licensors. Accordingly, Customer shall not disassemble, reverse engineer, copy or modify the Embedded Software, in whole or in part, nor permit or authorize any third party to do so (except to the extent that such a prohibition would violate applicable law). In addition, Customer shall not disassemble, reverse engineer, copy or modify the Hardware, in whole or in part, nor permit or authorize any third party to do so (except to the extent that such a prohibition would violate applicable law). Customer shall not remove, amend, obscure or modify

any product markings or any indication of Savi's proprietary rights appearing on the Hardware as delivered to Customer.

- 4.5. **Delivery.** Hardware and/or Software is sold Ex Works (EXW) Savi's facility in Sunnyvale, California or other location selected by Savi. Savi will ship to Customer at an address specified by Customer using standard shipping methods.

5 SERVICES

- 5.1. **Statement of Work.** This Agreement sets out the basis upon which Savi shall carry out the Services and deliver the deliverables described in the Statement of Work set forth in Exhibit D. Subject to Customer's compliance with the terms and conditions of this Agreement, including the payment of all fees, Savi agrees to make diligent efforts to perform the Services and deliver the deliverables described in the Statement of Work.
- 5.2. **Performance of Services.** Savi will retain sole control over the manner and means by which the Services are performed, reserves the right to determine the assignment of its personnel, and may engage third parties in the performance of the Services. Customer will provide in a timely, thorough and professional manner, and at no cost to Savi, assistance, information, computer and telecommunications facilities, programs, files, documentation, test data, sample output, a suitable work environment, and other resources reasonably requested by Savi to enable it to perform the Services (collectively, "**Assistance**"). Customer acknowledges that Savi's ability to provide the Services may be impaired if Customer does not provide Assistance or provides inadequate Assistance.
- 5.3. **Ownership.** Savi will retain all right, title and interest in and to any software programs, tools, specifications, ideas, concepts, inventions, know-how, processes, and techniques used or developed by Savi or its employees or subcontractors in connection with performing the Services hereunder. Provided that Savi has been paid all amounts owed on account of the Services, any software or documentation created pursuant to the Services shall be deemed Software or Documentation hereunder, and Customer shall have the rights and be subject to the obligations related thereto as set forth in Section 3.
- 5.4. **Support Services.** Provided that Customer has paid all applicable fees, Savi will provide Customer with the Support Services described in Exhibit E for the Hardware and Software identified in that Exhibit.

6 FEES, PAYMENTS

6.1. Fees.

6.1.1. Fees. In consideration of Savi granting the licenses to Software and Embedded Software, provided the Hardware, and performing the Services described in this Agreement and the Statement of Work, Customer agrees to pay the fees set forth in Exhibit C as they are invoiced and become due according to Exhibit C.

6.1.2. Payment. Except as otherwise set forth herein or in the Statement of Work, Customer will pay all amounts within thirty (30) days of the date of invoice. All fees and payments under this Agreement are stated and will be paid in U.S. dollars.

- 6.2. **Late Payments.** Savi may, without prejudice to any other rights and remedies, at its option, charge Customer interest on any past due payments at one and one half (1.5%) percent per month, calculated in US dollars, or the maximum rate permitted by law, whichever is less, and to additionally charge all expenses of recovery.
- 6.3. **Taxes.** All fees payable under this Agreement are net amounts and are payable in full, without deductions for any sales, use, excise, value-added, withholding or similar taxes or duties that may be applicable. Customer will be responsible for, and will promptly pay, all taxes and duties of any kind associated with this Agreement, except for taxes based on Savi's net income. In the event that Savi is required to collect any tax for which Customer is responsible, Savi may add such taxes, as appropriate, to the amount of all invoices at the prevailing rate and Customer will pay such tax directly to Savi. If Customer pays any withholding taxes that are required to be paid under applicable law, Customer will furnish Savi with written documentation of all such payments, including receipts.

7 TERM & TERMINATION

7.1. **Term.** This Agreement will commence on the Effective Date and will continue in effect until the earlier of: (i) _____; or (ii) termination by either party in accordance with Section 7.2.

7.2. Termination.

7.2.1. **Breach.** Either party may terminate this Agreement or any license granted under this Agreement if the other party breaches any material term or condition hereof and if the breaching party cannot or fails to cure such breach within thirty (30) days following written notice to such party.

7.2.2. **Dissolution.** Either party may terminate this Agreement, upon notice to the other party, in the event: (i) the other party petitions for or appoints (or a third party causes to be appointed for such party) a receiver, custodian or trustee to take possession of all or substantially all of such party's property; (ii) the other party makes a general assignment for the benefit of its creditors; (iii) any dissolution, liquidation or insolvency case or proceeding is commenced by or against the other party, and such case or proceeding is not dismissed within sixty (60) days; (iv) the other party announces a cessation of its entire business or elects to dissolve and wind-up its business; or (v) the other party has files against it an involuntary petition under applicable bankruptcy law that is not dismissed within sixty (60) days after the petition date or the other party files a voluntary petition under applicable bankruptcy law.

7.3 **Survival of Terms.** Except as otherwise set forth or implied herein, the provisions of Sections 3.2, 3.3, 3.4, 4.2, 4.4, 5.3, 6.2, 7, 8.4, 8.5, 8.6, 9, 10 and 11 shall survive termination or expiration of this Agreement. For the avoidance of doubt, any termination of this Agreement howsoever occasioned shall not affect any accrued rights or liabilities of either party. Termination of this Agreement shall be in addition to and not in lieu of other legal or equitable remedies to the parties.

7.4 **Responsibilities Upon Termination.** Upon termination of this Agreement for any reason: (i) all licenses hereunder shall cease, and Customer shall, within ten (10) days, destroy or deliver to Savi any copies of the Software; and (ii) each party shall promptly return to the other party all copies of Confidential Information (as defined below) belonging to the other party, and certify its compliance with this provision in a writing signed by an officer of the other party.

8 LIMITED WARRANTY AND INDEMNIFICATION

8.1. **Software Limited Warranty.** Savi warrants solely to Customer that for a period of ninety (90) days from the date the Software is delivered by Savi to Customer, the unmodified Software, if operated as directed, will materially conform to the Documentation for the applicable Software. Savi does not warrant, however, that use of the Software will be uninterrupted or that the operation of the Software will be error-free. Savi's sole obligation and Customer's sole and exclusive remedy for any breach of this warranty shall be to repair or replace the defective media or Software.

8.2. **Hardware Limited Warranty.** Savi warrants solely to Customer that for a period of one (1) year from delivery, the Hardware will be free from defects in workmanship and materials, and operate in conformity with any specification provided. This warranty will not apply to Third Party Hardware, but Savi will pass on to Customer any warranty received from such third party. The foregoing warranty does not apply to any Hardware which has been damaged by accident, shipment, handling or misuse, or that malfunctions due to alterations, repairs or installation performed other than by Savi. Customer shall provide Savi with written notice of any Hardware it believes is defective and return it to Savi at Customer's cost for evaluation by Savi. Savi's sole obligation and Customer's sole and exclusive remedy for any breach of this warranty shall be to repair or replace the defective product.

8.3. **Service Warranty.** Savi warrants solely to Customer that the Services to be provided under this Agreement shall be of professional quality conforming to generally accepted industry standards and will be performed with due skill and care. Savi's sole obligation and Customer's sole and exclusive remedy for any breach of this warranty shall be to re-perform the defective Services.

- 8.4. **Express Disclaimer.** THE FOREGOING WARRANTIES ARE LIMITED WARRANTIES, ARE NOT TRANSFERABLE, AND ARE THE ONLY WARRANTIES MADE BY SAVI. SAVI MAKES NO OTHER WARRANTIES, AND HEREBY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- 8.5. **Software Intellectual Property Indemnification.** Savi shall defend or settle at its option and expense any third-party claim brought against Customer, to the extent that it is based on a claim that the use or possession of the Software provided to Customer by Savi under this Agreement infringes any copyright or misappropriates a trade secret of any third party, and will pay all damages and costs (including reasonable legal fees) awarded by a court of final appeal attributable to such claim, provided that Customer notifies Savi in writing of any such claim as soon as reasonably practicable and allows Savi to control, and reasonably cooperates with Savi in the defense of any such claim and related settlement negotiations. Notwithstanding the foregoing, Savi shall have no liability for any claim of infringement based on (a) the modification of the Software, excluding modifications done by Savi, (b) the use of the Software other than in accordance with the Documentation; or, in an application, or for a purpose, or in an environment for which Software was not designed or permitted under this Agreement, (c) Customer's use of a superceded or altered release of the Software if the infringement claim could have been avoided by using the current unaltered release thereof, or (d) the combination, operation or use of the Software with Third Party Software or other equipment, devices or software not supplied or recommended by Savi. In the event that an injunction is sought or obtained against Customer's use of the Software as a result of any such claim, Savi may, at its option, do one of the following: (a) procure for Customer the right to continue using the affected Software or (b) replace or modify the affected Software so that it does not infringe. In the event that neither (a) nor (b) are commercially practicable, Savi may terminate the licenses for the affected Software and refund to Customer the Software fees paid to date amortized on a straight line basis over three years. THE FOREGOING CONSTITUTES THE ENTIRE LIABILITY OF SAVI, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.
- 8.6. **Customer Indemnification.** Except as set forth in Section 8.5 above, Customer shall indemnify, defend and hold harmless Savi from and against any and all claims, which may arise under or out of Customer's use of the Software, Services and Hardware hereunder.

9 CONFIDENTIALITY

- 9.1. **Confidential Information.** For purposes of this Agreement "Confidential Information" shall mean any business or technical information disclosed by one party to the other, in writing or orally, including, without limitation, computer programs, code, algorithms, names and expertise of employees and consultants, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial and product development plans, customer lists, information regarding distribution channels, forecasts, and strategies. For purposes of this Agreement, Software, Embedded Software, and any copies thereof, are Savi Confidential Information.
- 9.2. **Restrictions on Disclosure.** Each party shall not use the other party's Confidential Information except as permitted under this Agreement. Each party agrees to maintain in confidence and protect the other party's Confidential Information using at least the same degree of care as it uses for its own information of a similar nature, but in all events at least a reasonable degree of care. Each party agrees to take all reasonable precautions to prevent any unauthorized disclosure of Confidential Information including, without limitation, disclosing Confidential Information only to its employees, independent contractors, consultants, and legal and financial advisors (i) with a need to know such information, (ii) who are parties to appropriate agreements sufficient to comply with this Section 9, and (iii) who are informed of the nondisclosure obligations imposed by this Section 9. Each party shall take appropriate steps to implement and enforce such non-disclosure obligations. The foregoing obligations will not restrict either party from disclosing Confidential Information of the other party pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the party required to make such a disclosure gives reasonable notice to the other party to contest such order or requirement. The restrictions set forth in this Section 9.2 shall remain in effect during the term of this Agreement, and for a period of five (5) years thereafter.
- 9.3. **Exclusions.** The restrictions set forth in Section 9.2 shall not apply with respect to any Confidential Information that: (i) was or becomes publicly known through no fault of the receiving party; (ii) was rightfully known or

becomes rightfully known to the receiving party without confidential or proprietary restriction from a source other than the disclosing party; (iii) is approved by the disclosing party for disclosure without restriction in a written document which is signed by a duly authorized officer of such disclosing party; or (iv) the receiving party independently develops without access to or use of the other party's Confidential Information.

10 LIMITATION OF LIABILITY

10.1. **Waiver of Consequential Damages; Limitation of Damages.** EXCEPT FOR LIABILITIES ARISING OUT OF BREACHES OF SECTIONS 3, 4.3, 4.4, 8.5, 8.6 AND 9, NEITHER PARTY WILL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR THE USE OR PERFORMANCE OF THE SOFTWARE, HARDWARE, OR EMBEDDED SOFTWARE, OR ANY SERVICES PROVIDED BY A PARTY HEREUNDER, INCLUDING, WITHOUT LIMITATION, DAMAGES DUE TO LOSS OF USE, LOST PROFITS, LOSS OF DATA, OR ANY OTHER INDIRECT DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. SAVI'S TOTAL LIABILITY UNDER THIS AGREEMENT, FROM ALL CAUSES OF ACTION AND THEORIES OF LIABILITY, WILL BE LIMITED TO AND SHALL NOT EXCEED THE TOTAL AMOUNT ACTUALLY PAID TO SAVI BY CUSTOMER HEREUNDER DURING THE TWELVE (12) MONTHS PRIOR TO THE DATE THE LIABILITY WAS INCURRED. THE PARTIES HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

10.2. **Basis of Bargain.** The parties expressly acknowledge and agree that Savi has set its prices and entered into this Agreement in reliance upon the limitations of liability specified herein, which allocate the risk between Savi and Customer and form a basis of the bargain between the parties.

11 GENERAL TERMS

11.1. **Entire Agreement; Waiver.** This Agreement sets forth the entire understanding and agreement of the parties and supercedes any and all oral or written agreements or understandings between the parties, as to the subject matter of the Agreement. It may be amended or modified, or provisions waived, only by a writing signed by both parties. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

11.2. **Prohibited Practices.**

- (a) Savi and Customer each hereby represents and warrants that in carrying out its activities and responsibilities under this Agreement, each party, and their owners, officers, directors, employees, or agents thereof have not and will not pay, offer or promise to pay, or authorize the payment directly or indirectly, of any monies or anything of value to any government official or employee or any political party or candidate for political office for the purpose of influencing any act or decision of such official or of the government to obtain or retain business, or direct business to any person.
- (b) In the event Customer or Savi has reason to believe that a breach of any of the representations and warranties in Section 11.2(a) has occurred or may occur, that party may withhold further performance under this Agreement, without liability, until such time as it has received confirmation to its satisfaction that no breach has occurred or will occur. Furthermore, in the event Customer or Savi has reason to believe that a breach of any of the representations and warranties in Section 11.2(a) has occurred or may occur, that party shall have the right to audit the other party in order to satisfy itself that no breach has occurred. Customer and Savi shall fully cooperate in any audit conducted by or on behalf of the other party.
- (c) In the event of a breach of any of the representations and warranties in Section 11.2(a), this Agreement may at the election of the non-defaulting party be declared terminated for cause or be void *ab initio* without the requirement of any written notice of cancellation. The defaulting party shall indemnify and hold the non-defaulting party harmless against any and all claims, losses or damages arising from or related to such breach or the cancellation of the Agreement, or both.
- (d) In no event shall Customer or Savi be obligated under this Agreement to take any action or omit to take any action that it believes, in good faith, would cause it to be in violation of the OECD Convention on Combating

Bribery of Foreign Public Officials in International Business Transactions or any laws of the U.S., including without limitation the Foreign Corrupt Practices Act.

- 11.3. **Force Majeure.** Except for the obligation to make payments, nonperformance of either party will be excused to the extent performance is rendered impossible or impractical due to causes beyond such party's reasonable control.
- 11.4. **Governing Law.** This Agreement is to be construed in accordance with and governed by the internal laws of the State of California, without giving effect to any choice of law rules. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the Northern District of California, and the parties hereby irrevocably consent to personal jurisdiction and venue therein.
- 11.5. **Publicity.** Savi may, upon Customer's review and approval (which approval shall not be unreasonably withheld or delayed), reference Customer's name, as well as other information pertaining to the provision and results of the Services, in case studies and other Savi marketing materials.
- 11.6. **Severability; Headings.** If any provision herein is held to be invalid or unenforceable for any reason, such provision shall be enforced to the maximum extent permitted by law and the remaining provisions will continue in full force without being impaired or invalidated in any way. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.
- 11.7. **Notice.** Any notice, request, demand or other communication required or permitted hereunder shall be in writing, shall reference this Agreement and shall be deemed to be properly given: (a) when delivered personally or (b) three (3) business days after deposit with an internationally recognized express courier, with written confirmation of receipt. All notices shall be sent to the address set forth as follows (or to such other address or person as may be designated by a party by giving written notice to the other party pursuant to this Section):

If to Savi:

Savi Technology Inc.
351 E. Evelyn Avenue
Mountain View, CA 94041
Attention: Chief Financial Officer

If to Customer:

Attention: _____

- 11.8. **Relationship of Parties.** The parties to this Agreement are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between the parties.
- 11.9. **Counterparts.** This Agreement may be executed in one or more counterparts, with the same effect as if the parties had signed the same document. Each counterpart so executed shall be deemed to be an original, and all such counterparts shall be construed together and shall constitute one Agreement.
- 11.10. **Assignment.** Customer may not assign this Agreement, in whole or in part, by operation of law or otherwise, without the written consent of Savi. Any attempt to assign or transfer this Agreement without such consent shall be null and of no effect. Savi has the right to assign or transfer this Agreement at its discretion. Subject to the foregoing, this Agreement will bind and inure to the benefit of each party's permitted successors and permitted assigns.

11.11. **Construction.** This Agreement shall not be construed in favor of or against either party.

11.12. **Governing Language.** The official text of this Agreement shall be the English language text, and such English text shall be controlling in all respects, notwithstanding any translation hereof required either by Customer or under the laws or regulations of Customer's country. The parties undertake to use the English language in respect of all items and communications to be completed and/or delivered pursuant to this Agreement.

SOFTWARE LICENSE AGREEMENT

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT CAREFULLY BEFORE INSTALLING OR USING THE SOFTWARE.

THE TERMS AND CONDITIONS OF THIS SOFTWARE LICENSE AGREEMENT ("AGREEMENT") GOVERN USE OF THE SOFTWARE UNLESS YOU AND SAVI TECHNOLOGY, INC. ("SAVI") HAVE EXECUTED A SEPARATE WRITTEN AGREEMENT OR THE SOFTWARE REQUIRES YOU TO AGREE TO A SEPARATE "CLICK-WRAP" AGREEMENT AS PART OF THE INSTALLATION PROCESS.

Savi is willing to license the Software to you only if you accept all the terms contained in this Agreement. If you install or use the Software or keep it for 30 days after the date of purchase, then you have indicated that you understand this Agreement and accept all of its terms and conditions. If you do not accept all the terms and conditions of this Agreement, then Savi is unwilling to license the Software to you, and you may return the Software for a full refund.

1. **License Grant.** Subject to your compliance with the terms and conditions of this Agreement, Savi grants you a non-exclusive and non-transferable license to use the specific software, in executable form, and accompanying documentation for which you have paid the required fees (collectively, the "Software") solely for your internal business purposes. If the Software is designed to operate on personal computer or server, then you are licensed to install and use the Software solely on the number of personal computers or servers for which you have paid the required fees. If the Software is designed for use on a specific handheld device or specialized equipment that you have purchased from Savi, then you are licensed to use the Software solely as installed on such specific device or equipment. The term "Software" includes any upgrades, updates, and bug fixes that Savi provides to you. You may make a single copy of the Software for backup purposes, provided that you reproduce on it all copyright and other proprietary notices that are on the original copy of the Software. Savi reserves all rights in the Software not expressly granted to you in this Agreement.

2. **Restrictions.** Except as expressly specified in this Agreement, you may not: (a) copy or modify the Software; (b) transfer, sublicense, lease, lend, rent or otherwise distribute the Software to any third party; or (c) make the functionality of the Software available to multiple users through any means, including, without limitation, by uploading the Software to a network or file-sharing service or through any hosting, application services provider or other type of services. You acknowledge and agree that portions of the Software, including, without limitation, the source code and the specific design and structure of individual modules or programs, constitute or contain trade secrets of Savi and its licensors. Accordingly, you agree not to disassemble, decompile or otherwise reverse engineer the Software, in whole or in part, or permit or authorize a third party to do so, except to the extent such activities are expressly permitted by law notwithstanding this prohibition.

3. **Ownership.** The Software is licensed, not sold. You own the media on which the Software is recorded, but Savi retains ownership of the Software, including all intellectual property rights therein. The Software is protected by United States copyright law and international treaties. You will not delete or in any manner alter the copyright, trademark, and other proprietary rights notices or markings appearing on the Software as delivered to you.

4. **Term.** This Agreement remains effective until terminated. You may terminate it at any time by destroying all copies of the Software in your possession or control. This Agreement will automatically terminate without notice if you breach any term of this Agreement. Upon termination, you must promptly destroy all copies of the Software in your possession or control.

5. **Limited Warranty.** The Software is provided "AS IS", without warranty of any kind. Savi warrants that, for thirty (30) days following the date of purchase, the media on which the Software is provided will be free from defects in materials and workmanship under normal use. As your sole and exclusive remedy and Savi's entire liability for any breach of this limited warranty, Savi will promptly replace the defective media, at no charge.

6. **DISCLAIMER.** THE LIMITED WARRANTY SET FORTH IN SECTION 5 IS IN LIEU OF AND SAVI EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, AND ANY WARRANTIES AND CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM SAVI OR ELSEWHERE WILL CREATE ANY WARRANTY OR CONDITION NOT EXPRESSLY STATED IN THIS AGREEMENT.

7. **Limitation of Liability.** SAVI'S TOTAL LIABILITY TO YOU FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY WILL BE LIMITED TO AND WILL NOT EXCEED THE AMOUNTS PAID TO SAVI BY YOU FOR THE SOFTWARE. IN NO EVENT WILL SAVI BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE SOFTWARE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SAVI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

8. **Government Users.** The Software was developed entirely at private expense, and no part of the Software was first produced in the performance of a U.S. Government contract. Any use, duplication, or disclosure of the Software by the U.S. government is subject to restrictions set forth in this Agreement and as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (OCT 1988), FAR 12.212(a) (1995), FAR 52.227-19, or FAR 52.227-14 (ALT III), as applicable. Savi Technology, Inc. 615 Tasman Drive Sunnyvale, CA 94089.

9. **Export Law.** You will comply fully with all U.S. export laws and regulations to ensure that neither the Software nor any technical data related thereto nor any direct product thereof are exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations.

10. **General.** This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding its conflicts of law rules and principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply. You may not assign or transfer this Agreement, in whole or in part, by operation of law or otherwise, without Savi's prior written consent, and any attempt by you to do so, without such consent, will be void and of no effect. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise. The failure by Savi to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by authorized representatives of both parties. If any provision of this Agreement is held to be unenforceable or invalid, that provision will be enforced to the maximum extent possible and the other provisions will remain in full force and effect. This Agreement is the complete and exclusive understanding between the parties regarding its subject matter, and supersedes all proposals, understandings or communications between the parties, oral or written, regarding its subject matter. Any terms or conditions contained in your purchase order or other ordering document that are inconsistent with or in addition to the terms and conditions of this Agreement are hereby rejected by Savi and will be deemed null and of no effect.

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***SAVI TECHNOLOGY, INC., DBA SAVI TECHNOLOGY, A LOCKHEED
MARTIN COMPANY'S
AUTHORIZED GSA SCHEDULE CONTRACT PRICING***

Savi Technology, Inc., dba Savi Technology, a Lockheed Martin Company
GSA Pricelist

SIN	Model No.	Product Name	GSA Price	Warranty	COO
132-8	741G-KIT-C-532	Savi Active Hand-Held RFID Interrogator with Batch Collection, includes SmartChain Mobile preconfigured for ITV and North American Power	\$5,805.00	1 Year	US
132-8	741G-KIT-C-533	Savi Active Hand-Held RFID Interrogator with Batch Collection, includes SmartChain Mobile and International Power	\$5,880.60	1 Year	US
132-8	751G-KIT-C-532	Savi Active Hand-Held RFID Interrogator (HHI)	\$5,711.54	90 Days	US
132-8	ACC-1005	Tripod Mounting Structure	\$1,021.70	1 Year	US
132-8	ACC-1006	Savi Mounting Structure for Savi's Active Transportable Interrogator	\$960.30	1 Year	US
132-8	CK61-KIT-C-531	Savi Mobile Reader (SMR) and Intermec CK61G Mobile Computer Solution Kit	\$7,468.90	1 Year	US
132-8	CK61-KIT-E	CK61G aRFID Aftermarket Upgrade	\$4,591.35	1 Year	US
132-8	PKD-AC-01-1	AC/DC Adapter for TAV-PDK, North American Power & Plug	\$182.70	1 Year	US
132-8	PKD-AC-03	AC/DC Adapter and International Plug Kit for TAV-PDK	\$258.30	1 Year	US
132-8	SDSA-654-01	Docking Station Adapter for the 654 SaviTags	\$96.19	1 Year	US
132-8	SDSK-EPSR2-06	PDK to EEDSK v2.0 Upgrade TCG	\$25,710.30	1 Year	US
132-8	SDSK-EPSRHD2-06	EEDSK v2.0 Kit A	\$49,707.00	1 Year	US
132-8	SDSK-EPSRHD2-06	EEDSK v2.0 Kit B	\$50,976.00	1 Year	US
132-8	SDSK-EPSRHD3-06	Savi Active Transportable Early Entry Deployment Support Kit (EEDSK) with Portable Printer TCG	\$69,750.00	1 Year	US
132-8	SDS-KIT-C-532	Savi ANSI Tag Docking Station Kit, includes ANSI Tag Docking Station, Write Adapter for the Savi's ANSI Tags, SmartChain Workstation Pre-Configured for ITV, and Worldwide AC Power	\$2,283.30	1 Year	US
132-8	SDS-KIT-C-533	Savi ANSI Tag Docking Station Kit, includes ANSI Tag Docking Station, Write Adapter for the Savi's ANSI Tags, SmartChain Workstation, and Worldwide AC Power	\$2,283.30	1 Year	US
132-8	SMR-650-213	Savi Mobile Reader 650 with a DB-9 connector with a 9 foot cable, North American & Japanese Power & Plug	\$972.90	1 Year	US
132-8	SMR-650-213-2	Savi Mobile Reader 650 with a DB-9 connector with a 9 foot cable, Continental Europe & Korean Power & Plug	\$972.90	1 Year	US
132-8	SMR-650-213-7	Savi Mobile Reader 650 with a DB-9 connector with a 9 foot cable, United Kingdom Power & Plug	\$972.90	1 Year	US
132-8	SMR-650-215	Savi Mobile Reader for the Symbol 9090G-RFID and 9060G-RFID (Multi-Mode Handheld)	\$1,080.00	1 Year	US
132-8	SMR-KIT-C-532	Savi Mobile Reader 650 with Serial Cable Kit, includes SMR-650 with a 20 inch cable, SmartChain Workstation Pre-Configured for ITV and Worldwide AC Power	\$2,442.60	1 Year	US
132-8	SMR-KIT-C-533	Savi Mobile Reader 650 with Serial Cable Kit, includes SMR-650 with a 20 inch cable, SmartChain Workstation and Worldwide AC Power	\$2,442.60	1 Year	US
132-8	SP-651-111	Savi Short Range Signpost, North American Power & Plug, Order Qty 1 to 249	\$1,440.00	1 Year	US
132-8	SP-651-111	Savi Short Range Signpost, North American Power & Plug, Order Qty 250+	\$1,413.00	1 Year	US
132-8	SP-651-111-2	Savi Short Range Signpost, Continental Europe Power & Plug, Order Qty 1 to 249	\$1,440.00	1 Year	US
132-8	SP-651-111-2	Savi Short Range Signpost, Continental Europe Power & Plug, Order Qty 250+	\$1,413.00	1 Year	US
132-8	SP-651-111-3	Savi Short Range Signpost, Japanese Power & Plug, Order Qty 1 to 249	\$1,440.00	1 Year	US
132-8	SP-651-111-3	Savi Short Range Signpost, Japanese Power & Plug, Order Qty 250+	\$1,413.00	1 Year	US
132-8	SP-651-111-7	Savi Short Range Signpost, United Kingdom Power & Plug, Order Qty 1 to 249	\$1,440.00	1 Year	US
132-8	SP-651-111-7	Savi Short Range Signpost, United Kingdom Power & Plug, Order Qty 250+	\$1,413.00	1 Year	US
132-8	SP-651-111-9	Savi Short Range Signpost, Australian Power & Plug, Order Qty 1 to 249	\$1,440.00	1 Year	US
132-8	SP-651-111-9	Savi Short Range Signpost, Australian Power & Plug, Order Qty 250+	\$1,413.00	1 Year	US
132-8	SP-651-211	Savi Long Range Signpost, North American Power & Plug, Order Qty 1 to 249	\$1,980.00	1 Year	US
132-8	SP-651-211	Savi Long Range Signpost, North American Power & Plug, Order Qty 250+	\$1,881.00	1 Year	US
132-8	SP-651-211-2	Savi Long Range Signpost, Continental Europe Power & Plug, Order Qty 1 to 249	\$1,980.00	1 Year	US
132-8	SP-651-211-2	Savi Long Range Signpost, Continental Europe Power & Plug, Order Qty 250+	\$1,881.00	1 Year	US
132-8	SP-651-211-3	Savi Long Range Signpost, Japanese Power & Plug, Order Qty 1 to 249	\$1,980.00	1 Year	US
132-8	SP-651-211-3	Savi Long Range Signpost, Japanese Power & Plug, Order Qty 250+	\$1,881.00	1 Year	US
132-8	SP-651-211-7	Savi Long Range Signpost, United Kingdom Power & Plug, Order Qty 1 to 249	\$1,980.00	1 Year	US
132-8	SP-651-211-7	Savi Long Range Signpost, United Kingdom Power & Plug, Order Qty 250+	\$1,881.00	1 Year	US
132-8	SP-651-211-9	Savi Long Range Signpost, Australian Power & Plug, Order Qty 1 to 249	\$1,980.00	1 Year	US
132-8	SP-651-211-9	Savi Long Range Signpost, Australian Power & Plug, Order Qty 250+	\$1,881.00	1 Year	US
132-8	SP-651-211-WW CN:LRLF	Savi Closed Loop Active RFID System Long Range Location Antenna (Signpost) with Mounting Kit, Worldwide Power (cable & adapters included), Ethernet or RS-485 capable (ethernet cables included), and Documentation	\$2,562.30	1 Year	US
132-8	SP-652-111	Savi Short Range Signpost with UHF Reader, N. American Power & Plug, Order Qty 1 to 249	\$1,777.50	1 Year	US
132-8	SP-652-111	Savi Short Range Signpost with UHF Reader, N. American Power & Plug, Order Qty 250+	\$1,705.50	1 Year	US
132-8	SP-652-111-2	Savi Short Range Signpost with UHF Reader, Continental Europe Power & Plug, Order Qty 1 to 249	\$1,777.50	1 Year	US
132-8	SP-652-111-2	Savi Short Range Signpost with UHF Reader, Continental Europe Power & Plug, Order Qty 250+	\$1,705.50	1 Year	US
132-8	SP-652-111-3	Savi Short Range Signpost with UHF Reader, Japanese Power & Plug, Order Qty 1 to 249	\$1,777.50	1 Year	US
132-8	SP-652-111-3	Savi Short Range Signpost with UHF Reader, Japanese Power & Plug, Order Qty 250+	\$1,705.50	1 Year	US
132-8	SP-652-111-7	Savi Short Range Signpost with UHF Reader, United Kingdom Power & Plug, Order Qty 1 to 249	\$1,777.50	1 Year	US
132-8	SP-652-111-7	Savi Short Range Signpost with UHF Reader, United Kingdom Power & Plug, Order Qty 250+	\$1,705.50	1 Year	US
132-8	SP-652-111-9	Savi Short Range Signpost with UHF Reader, Australian Power & Plug, Order Qty 1 to 249	\$1,777.50	1 Year	US
132-8	SP-652-111-9	Savi Short Range Signpost with UHF Reader, Australian Power & Plug, Order Qty 250+	\$1,705.50	1 Year	US
132-8	SP-652-211	Savi Long Range Signpost with UHF Reader, N. American Power & Plug, Order Qty 1 to 249	\$2,457.00	1 Year	US
132-8	SP-652-211	Savi Long Range Signpost with UHF Reader, N. American Power & Plug, Order Qty 250+	\$2,313.00	1 Year	US
132-8	SP-652-211-2	Savi Long Range Signpost with UHF Reader, Continental Europe Power & Plug, Order Qty 1 to 249	\$2,457.00	1 Year	US
132-8	SP-652-211-2	Savi Long Range Signpost with UHF Reader, Continental Europe Power & Plug, Order Qty 250+	\$2,313.00	1 Year	US
132-8	SP-652-211-3	Savi Long Range Signpost with UHF Reader, Japanese Power & Plug, Order Qty 1 to 249	\$2,457.00	1 Year	US
132-8	SP-652-211-3	Savi Long Range Signpost with UHF Reader, Japanese Power & Plug, Order Qty 250+	\$2,313.00	1 Year	US
132-8	SP-652-211-7	Savi Long Range Signpost with UHF Reader, United Kingdom Power & Plug, Order Qty 1 to 249	\$2,457.00	1 Year	US
132-8	SP-652-211-7	Savi Long Range Signpost with UHF Reader, United Kingdom Power & Plug, Order Qty 250+	\$2,313.00	1 Year	US
132-8	SP-652-211-9	Savi Long Range Signpost with UHF Reader, Australian Power & Plug, Order Qty 1 to 249	\$2,457.00	1 Year	US
132-8	SP-652-211-9	Savi Long Range Signpost with UHF Reader, Australian Power & Plug, Order Qty 250+	\$2,313.00	1 Year	US
132-8	SP-652-211-WW CN:DM	Savi Closed Loop Active RFID System Fixed Interrogator and Long Range Signpost with Worldwide Power (cable & adapters included), Ethernet or RS-485 capable (ethernet cables included), Software (CAI Driver) and Documentation	\$3,142.80	1 Year	US
132-8	SPA-1400-008	8 foot RS-485 cable for SaviReaders & Signposts	\$30.60	1 Year	US
132-8	SPA-1400-025	25 foot RS-485 cable for SaviReaders & Signposts	\$35.10	1 Year	US
132-8	SPA-1400-050	50 foot RS-485 cable for SaviReaders & Signposts	\$43.20	1 Year	US
132-8	SPA-1400-100	100 foot RS-485 cable for SaviReaders & Signposts	\$87.30	1 Year	US
132-8	SPA-1400-300	300 foot RS-485 cable for SaviReaders & Signposts	\$261.90	1 Year	US
132-8	SPA-1400-400	400 foot RS-485 cable for SaviReaders & Signposts	\$362.70	1 Year	US
132-8	SPA-1400-500	500 foot RS-485 cable for SaviReaders & Signposts	\$440.10	1 Year	US
132-8	SR-650-101	Savi 650 Fixed Reader with RS-485 Cable, North American Power & Plug	\$2,245.50	1 Year	US
132-8	SR-650-101-2	Savi 650 Fixed Reader with RS-485 Cable, European Power & Plug	\$2,245.50	1 Year	US
132-8	SR-650-101-2E	Savi 650 Fixed Reader with Weatherized Ethernet Cable, European Power & Plug	\$2,425.50	1 Year	US
132-8	SR-650-101-3	Savi 650 Fixed Reader with RS-485 Cable, Japan/Korean Power & Plug	\$2,245.50	1 Year	US
132-8	SR-650-101-3E	Savi 650 Fixed Reader with Weatherized Ethernet Cable, Japan/Korea Power & Plug	\$2,425.50	1 Year	US
132-8	SR-650-101-7	Savi 650 Fixed Reader with RS-485 Cable, UK Power & Plug	\$2,245.50	1 Year	US
132-8	SR-650-101-7E	Savi 650 Fixed Reader with Weatherized Ethernet Cable, UK Power & Plug	\$2,425.50	1 Year	US
132-8	SR-650-101-9	Savi 650 Fixed Reader with RS-485 Cable, Australia Power & Plug	\$2,245.50	1 Year	US
132-8	SR-650-101-9E	Savi 650 Fixed Reader with Weatherized Ethernet Cable, Australia Power & Plug	\$2,425.50	1 Year	US
132-8	SR-650-101E	Savi 650 Fixed Reader with Weatherized Ethernet Cable, N. American Power & Plug	\$2,425.50	1 Year	US
132-8	SR-650-101-E	Savi 650 Fixed Reader with Weatherized Ethernet Cable, N. American Power & Plug	\$2,425.50	1 Year	US
132-8	SR-650-101-WW CN:DM	Savi Active Fixed Interrogator with Software (CAI Driver), Dual-Mode, and Worldwide Power Cables	\$2,509.20	1 Year	US
132-8	SRA-1001	Standard Mounting Kit for the Savi Fixed or Transportable Reader	\$340.00	1 Year	US
132-8	SRA-1005	Savi Mounting Kit for Savi's Signpost Products	\$524.70	1 Year	US

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SIN	Model No.	Product Name	GSA Price	Warranty	COO
132-8	SRA-1006	Savi AC Power Cables for Savi's Active Transportable Interrogator	\$412.20	1 Year	US
132-8	SRA-1011	RS-485/RS-232 adapter for the Savi Readers or RF Relay	\$277.95	1 Year	US
132-8	SRA-1024	Heavy Duty Mounting Kit for the Savi Fixed or Transportable Reader	\$445.50	1 Year	US
132-8	SRA-1200-01	AC/DC Power Adapter for the Savi Readers or RF Relay, N. American Power & Plug	\$124.95	1 Year	US
132-8	SRA-1200-02	AC/DC Power Adapter for the Savi Readers or RF Relay, European Power & Plug	\$124.95	1 Year	US
132-8	SRA-1200-03	AC/DC Power Adapter for the Savi Readers or RF Relay, Japan/Korea Power & Plug	\$124.95	1 Year	US
132-8	SRA-1200-06	AC/DC Power Adapter for the Savi Readers or RF Relay, European Power & Plug	\$124.95	1 Year	US
132-8	SRA-1200-07	AC/DC Power Adapter for the Savi Readers or RF Relay, UK Power & Plug	\$124.95	1 Year	US
132-8	SRA-1201	AC/DC Vehicle Power Supply for the Savi Readers or RF Relay	\$154.70	1 Year	US
132-8	SRA-1500-100	100 Ft. Outdoor Weatherized Ethernet Cable for the Savi Reader	\$236.08	1 Year	US
132-8	SRA-1500-300	300 Ft. Outdoor Weatherized Ethernet Cable for the Savi Reader	\$718.13	1 Year	US
132-8	ST-602-14	SaviTag 602, General Asset Tag, Order Qty 1 to 5,000	\$21.00	1 Year	US
132-8	ST-602-14	SaviTag 602, General Asset Tag, Order Qty 5,001 to 25,000	\$20.00	1 Year	US
132-8	ST-602-14	SaviTag 602, General Asset Tag, Order Qty 25,001 to 50,000	\$19.00	1 Year	US
132-8	ST-602-14	SaviTag 602, General Asset Tag, Order Qty 50,001+	\$17.50	1 Year	US
132-8	ST-616-001	Savi ANSI Asset Tag with non-replaceable battery	\$40.50	1 Year	US
132-8	ST-616-031	Savi ISO 18000-7 Asset Tag with non-replaceable battery	\$40.50	1 Year	US
132-8	ST-618-030	Savi ISO 18000-7 Asset Transponder	\$70.20	1 Year	US
132-8	ST-621-030	Savi ISO 18000-7 License Plate Transponder	\$63.00	1 Year	US
132-8	ST-654-001	SaviTag 654 (ANSI), 128 KB RAM (US DoD return address label)	\$85.50	1 Year	US
132-8	ST-654-001-INTL	SaviTag 654 (ANSI), 128 KB RAM (Generic INTL Use, no special labeling)	\$85.50	1 Year	US
132-8	ST-654-031	Savi ISO 18000-7 Data Rich Transponder	\$85.50	1 Year	US
132-8	ST-656-1	Savi Container Door Tag (ANSI) (US DoD return address label)	\$134.10	1 Year	US
132-8	ST-673	Savi Sensor Tag (ANSI), Metallic Container, includes additional bracket option parts	\$139.50	1 Year	US
132-8	ST-674	Savi Sensor Tag (ANSI), General Asset Container	\$128.70	1 Year	US
132-8	ST-674-030	Savi ISO 18000-7 Sensor Transponder	\$162.00	1 Year	US
132-8	ST-675-030	Savi ISO 18000-7 Container Security Transponder	\$247.50	1 Year	US
132-8	ST-675-1	ISO Container Door Security Tag with Sensors (ANSI) (US DoD return address label)	\$169.34	1 Year	US
132-8	STA-1030	Data Cable for the SaviTag 654	\$208.05	1 Year	US
132-8	STA-1031	Savi Write Adapter for the SaviTag 654 & Savi ISO Container Door Tag	\$407.70	1 Year	US
132-8	STA-1250-BLACK	Replacement Battery Caps for the SaviTag ST-656 & ST-676 (Black), Pack of 50	\$113.04	1 Year	US
132-8	STA-1250-GREEN	Replacement Battery Caps for the SaviTag ST-654 (Green), Pack of 50	\$113.04	1 Year	US
132-8	STA-1250-GREY	Replacement Battery Caps for the SaviTags ST-673 & ST-674 (Grey), Pack of 50	\$113.04	1 Year	US
132-8	STA-1260-BLACK	Savi License Plate Transponder Mounting Bracket	\$10.80	1 Year	US
132-8	STA-1260-GREEN	Savi Asset Transponder Mounting Bracket	\$10.80	1 Year	US
132-8	STA-1261-BLACK	Savi License Plate Transponder Magnetic Mount	\$24.30	1 Year	US
132-8	STA-1261-GREEN	Savi Asset Transponder Magnetic Mount	\$24.30	1 Year	US
132-8	STA-654-M-2	Magnetic Mounting Bracket for the SaviTag 654	\$22.05	1 Year	US
132-8	TAV-PDK1-KITUPG-000	TAV-PDK 1.2 to 1.3 Upgrade Kit	\$3,060.00	1 Year	US
132-8	TAV-PDK1-RI001-035	Savi Active Transportable Portable Deployment Kit (PDK) TCG	\$37,698.30	1 Year	US
132-8	TAV-PDK1-RI001-036	Savi Active Transportable Portable Deployment Kit (PDK) with Portable Printer TCG	\$39,197.70	1 Year	US
132-8	TAV-PDK1-RI001-05	Savi Portable Self-Contained Deployment Kit Version 1.3.1	\$40,761.00	1 Year	US
132-8	TAV-PDK1-RI001-06	Savi Portable Self-Contained Deployment Kit Version 1.3.1 with 2MB IrDA	\$41,661.00	1 Year	US
132-8	TAV-PDKA-RI001-00	TAV PDK Upgrade Program (Upgrade from PDK1.0/1.1 to PDK 1.2 non-printer version)	\$18,243.00	90 Days	US
132-8	TAV-PDKA-RI001-01	TAV PDK Upgrade Program (Upgrade from PDK1.0/1.1 to PDK 1.2 printer version) Upgrade Service Note: Extended Warranty for TAV PDK Upgrade for 1 year from ship date from Savi. The following must be in good working order or additional charges may apply: -Itronix GoBook III Laptop -Iridium Modem -Printer (if applicable) Savi will upgrade/replace the following items: -Replace the case and framing to accommodate new Handheld products -Replace the existing 8146 handheld with 751G/A handheld (includes replacement of Savi Mobile Reader and all handheld accessories) -Software installed upon 751G/A handheld is SCM 5.3 or later (allows Dual-Mode operations) -Upgrade Laptop PDK Image, includes replacing Client Tools with SCW 5.3 or later and upgrading Site Manager to 5.9.1 or later -Upgrade the Firmware of PC Based SMR With the purchase of "TAV-PDKA-RI001-02" or "TAV-PDKA-RI001-03" Savi will also upgrade the Hard Drive and RAM of Note: Extended Warranty for TAV PDK Upgrade for 1 year from ship date from Savi. The following must be in good working order or additional charges may apply: -Itronix GoBook III Laptop -Iridium Modem -Printer (if applicable) Savi will upgrade/replace the following items: -Replace the case and framing to accommodate new Handheld products -Replace the existing 8146 handheld with 751G/A handheld (includes replacement of Savi Mobile Reader and all handheld accessories) -Software installed upon 751G/A handheld is SCM 5.3 or later (allows Dual-Mode operations) -Upgrade Laptop PDK Image, includes replacing Client Tools with SCW 5.3 or later and upgrading Site Manager to 5.9.1 or later	\$18,243.00	90 Days	US
132-8	TAV-PDKA-RI001-02	TAV PDK Upgrade Program (Upgrade from PDK1.0/1.1 to PDK 1.3 non-printer version) Upgrade Service Note: Extended Warranty for TAV PDK Upgrade for 1 year from ship date from Savi. The following must be in good working order or additional charges may apply: -Itronix GoBook III Laptop -Iridium Modem -Printer (if applicable) Savi will upgrade/replace the following items: -Replace the case and framing to accommodate new Handheld products -Replace the existing 8146 handheld with 751G/A handheld (includes replacement of Savi Mobile Reader and all handheld accessories) -Software installed upon 751G/A handheld is SCM 5.3 or later (allows Dual-Mode operations) -Upgrade Laptop PDK Image, includes replacing Client Tools with SCW 5.3 or later and upgrading Site Manager to 5.9.1 or later	\$20,674.80	90 Days	US
132-8	TAV-PDKA-RI001-03	TAV PDK Upgrade Program (Upgrade from PDK1.0/1.1 to PDK 1.3 printer version)	\$20,674.80	90 Days	US
132-8	TCG-SR-650-41	Transportable Dual Mode SaviReader TCG, Olive Drab (1 Case)	\$5,110.20	90 Days	US
132-8	TGP-SMR-751G-41	Savi Combined 751G/A WiFi Dual Mode Handheld Reader Kit & 2MB Portable Printer TCG, Olive Drab	\$10,336.50	90 Days	US
132-12	-	Extended Hardware Warranty (1 Year)	15% of the GSA Price	N/A	N/A
132-8	SMR-650-210 CN:DM	Savi Mobile Reader 650 with a DB-9 connector with a 20 inch cable, North American & Japanese Power & Plug	\$ 927.00	1 Year	US
132-8	RFR-300-031	Savi RF Relay (RFR), includes Fortress Technologies ES520, antenna, AC Power, weatherized Ethernet cable, and Savi's Standard Support Plan	\$ 6,317.50	1 Year	US
132-8	RFRA-300-031	Savi's RF Relay AC/DC Power Adapter, compatible with RFR-300-031	\$ 890.86	1 Year	US
132-8	RFRA-300-032	Savi's RF Relay DC Vehicle Power Adapter, compatible with RFR-300-031	\$ 108.08	1 Year	US
132-8	RFRA-300-034	Savi's RF Relay Pole Mounting Kit	\$ 597.55	1 Year	US
132-32	SAMA-TRL	Six Month Trial License for SmartChain Asset Management Application	\$2,700.00	90 days	US
132-32	SCMA-TRL	Six Month Trial License for SmartChain Consignment Management Application	\$2,700.00	90 days	US
132-32	SCPE-TRL	Six Month Trial License for SmartChain Enterprise Platform	\$67,500.00	90 days	US

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SIN	Model No.	Product Name	GSA Price	Warranty	COO
132-32	UID-TRL6B	Savi I-GUIDES Trial License - Installed License	\$5,700.00	90 days	US
132-33	SAMA-ARF	Savi SmartChain Asset Management Application for Active RFID Tagged Assets	\$9,000.00	90 Days	US
132-33	SAMA-NPR	Non-Production License for SmartChain Asset Management Application	\$900.00	90 days	US
132-33	SAMA-OTH	Savi SmartChain Asset Management Application for Bar Coded and Non-AIT Assets	\$9,000.00	90 Days	US
132-33	SAMA-PRF	Savi SmartChain Asset Management Application for Passive RFID Tagged Assets	\$9,000.00	90 Days	US
132-33	SCM-800-WW	Savi SmartChain Mobile Application	\$1,080.00	90 Days	US
132-33	SCMA-CSG	Savi SmartChain Consignment Management Application for International Militaries	\$9,000.00	90 Days	US
132-33	SCMA-NPR	Non-Production License for SmartChain Consignment Management Application	\$900.00	90 days	US
132-33	SCPE-LRG	Savi SmartChain Enterprise Platform for Large Sites	\$225,000.00	90 Days	US
132-33	SCPE-MED	Savi SmartChain Enterprise Platform for Medium Sites	\$90,000.00	90 Days	US
132-33	SCPE-NPR	Non-Production License for SmartChain Enterprise Platform	\$22,500.00	90 days	US
132-33	SCPE-SAT	Savi SmartChain Enterprise Platform for Satellite Sites	\$90,000.00	90 days	US
132-33	SCPE-SML	Savi SmartChain Enterprise Platform for Small Sites	\$45,000.00	90 Days	US
132-33	SCP-HH-EZ	SmartChain for Mobile Devices v. 4.6.1 with EZ Sensor	\$1,080.00	1 Year	US
132-33	SCW-800-US	Savi SmartChain Workstation Application	\$1,440.00	90 days	US
132-33	SCW-800-WW	Savi SmartChain Workstation Application	\$1,440.00	90 Days	US
132-33	SDK-801-WW	Savi SmartChain Developers Platform (includes 1-year of development support)	\$3,600.00	90 days	US
132-33	SDS-891-US	Savi SmartChain Development Software (includes Site Manager and SmartChain Workstation)	\$4,581.92	90 days	US
132-33	SSM-801-US	Savi SmartChain Site Manager Software supports up to 10 Devices	\$3,298.50	90 Days	US
132-33	SSM-801-WW	Savi SmartChain Site Manager Software supports up to 10 Devices	\$3,298.50	90 days	US
132-33	SSM-802-US	Savi SmartChain Site Manager Software supports up to 100 Devices	\$11,773.85	90 Days	US
132-33	SSM-802-WW	Savi SmartChain Site Manager Software supports up to 100 Devices	\$11,773.85	90 days	US
132-33	UID-ACEIDL	Savi I-GUIDES Additional Child Enterprise ID License	\$475.00	90 days	US
132-33	UID-APEIDL	Savi I-GUIDES Additional Parent Enterprise ID License	\$9,500.00	90 days	US
132-33	UID-BCL	Savi I-GUIDES Base Corporate License (1 EID, 5 users)	\$95,000.00	90 days	US
132-33	UID-BDL	Savi I-GUIDES Base Department License (1 EID, max 5 users)	\$19,000.00	90 days	US
132-33	UID-BLAUR	Savi I-GUIDES Additional Single User License - Read Only	\$475.00	90 days	US
132-33	UID-BLAUS	Savi I-GUIDES Additional Single User License - Standard	\$1,425.00	90 days	US
132-33	UID-NPR	Savi I-GUIDES Non-Production License	\$14,250.00	90 days	US
132-33	UID-PRFID	Savi I-GUIDES RFID Module	\$28,500.00	90 days	US
132-33	UID-WS	Savi I-GUIDES Web Services Module	\$21,375.00	90 days	US
132-34	-	Software Maintenance	22% of the GSA Price	N/A	N/A
132-50	EDU-CUS-002	Custom Onsite Training - 2 Days	\$24,300.00	N/A	N/A
132-50	EDU-CUS-003	Custom Onsite Training - 3 Days	\$32,400.00	N/A	N/A
132-50	EDU-CUS-004	Custom Onsite Training - 4 Days	\$37,800.00	N/A	N/A
132-50	EDU-CUS-005	Custom Onsite Training - 5 Days	\$44,100.00	N/A	N/A
132-50	EDU-ILT-AMA	AMA Training	\$1,350.00	N/A	N/A
132-50	EDU-ILT-AMA-PKG	AMS Package	\$5,265.00	N/A	N/A
132-50	EDU-ILT-CMA	CMA Training	\$1,350.00	N/A	N/A
132-50	EDU-ILT-CMA-PKG	CMS Package	\$5,265.00	N/A	N/A
132-50	EDU-ILT-FSE	FSE Training	\$5,760.00	N/A	N/A
132-50	EDU-ILT-PDK	PDK Training 1.0	\$2,250.00	N/A	N/A
132-50	EDU-ILT-PDK1.2	PDK Training 1.2	\$2,250.00	N/A	N/A
132-50	EDU-ILT-SC	SmartChain 4.6	\$3,150.00	N/A	N/A
132-50	EDU-ILT-SC-PKG	SmartChain / Site Manager Package	\$4,050.00	N/A	N/A
132-50	EDU-ILT-SM	Site Manager 5.7	\$1,350.00	N/A	N/A
132-50	EDU-SS-CUS-002	Custom Training - 2 Days at Savi	\$12,240.00	N/A	N/A
132-50	EDU-SS-CUS-003	Custom Training - 3 Days at Savi	\$16,740.00	N/A	N/A
132-50	EDU-SS-CUS-004	Custom Training - 4 Days at Savi	\$20,880.00	N/A	N/A
132-50	EDU-SS-CUS-005	Custom Training - 5 Days at Savi	\$25,650.00	N/A	N/A
132-52	UID-ACEIDS	Savi I-GUIDES Additional Child Enterprise ID Subscription	\$413.00	90 days	US
132-52	UID-APEIDS	Savi I-GUIDES Additional Parent Enterprise ID Subscription	\$5,506.00	90 days	US
132-52	UID-ASP	Savi Savi I-GUIDES UID Subscription, minimum purchase quantity of 100 UIDs, includes 1 webinar training	\$14.25	90 days	US
132-52	UID-ASP	Savi Savi I-GUIDES UID Subscription, includes 1 webinar training, volume discount	\$11.40	90 days	US
132-52	UID-ASP	Savi Savi I-GUIDES UID Subscription, includes 1 webinar training, volume discount	\$8.08	90 days	US
132-52	UID-ASP	Savi Savi I-GUIDES UID Subscription, includes 1 webinar training, volume discount	\$5.70	90 days	US
132-52	UID-ASP	Savi Savi I-GUIDES UID Subscription, includes 1 webinar training, volume discount	\$5.32	90 days	US
132-52	UID-ASP	Savi Savi I-GUIDES UID Subscription, includes 1 webinar training, volume discount	\$4.75	90 days	US
132-52	UID-ASP	Savi Savi I-GUIDES UID Subscription, includes 1 webinar training, volume discount	\$4.66	90 days	US
132-52	UID-ASP	Savi Savi I-GUIDES UID Subscription, includes 1 webinar training, volume discount	\$4.59	90 days	US
132-52	UID-ASP	Savi Savi I-GUIDES UID Subscription, includes 1 webinar training, volume discount	\$4.54	90 days	US
132-52	UID-ASP	Savi Savi I-GUIDES UID Subscription, includes 1 webinar training, volume discount	\$4.51	90 days	US
132-52	UID-ASP	Savi Savi I-GUIDES UID Subscription, includes 1 webinar training, volume discount	\$4.40	90 days	US
132-52	UID-ASP	Savi Savi I-GUIDES UID Subscription, includes 1 webinar training, volume discount	\$4.37	90 days	US
132-52	UID-ASP	Savi Savi I-GUIDES UID Subscription, includes 1 webinar training, volume discount	\$4.10	90 days	US
132-52	UID-ASP	Savi Savi I-GUIDES UID Subscription, includes 1 webinar training, volume discount	\$3.80	90 days	US
132-52	UID-ASP	Savi Savi I-GUIDES UID Subscription, includes 1 webinar training, volume discount	\$3.71	90 days	US
132-52	UID-ASP	Savi Savi I-GUIDES UID Subscription, includes 1 webinar training, volume discount	\$3.61	90 days	US
132-52	UID-ASP	Savi Savi I-GUIDES UID Subscription, includes 1 webinar training, volume discount	\$3.56	90 days	US
132-52	UID-ASP	Savi Savi I-GUIDES UID Subscription, includes 1 webinar training, volume discount	\$3.52	90 days	US
132-52	UID-ASP	Savi Savi I-GUIDES UID Subscription, includes 1 webinar training, volume discount	\$3.42	90 days	US

Savi Technology, Inc., dba Savi Technology, a Lockheed Martin Company
GSA Pricelist

SIN	Model No.	Product Name	GSA Price	Warranty	COO
132-52	UID-ASP	Savi Savi I-GUIDES UID Subscription, includes 1 webinar training, volume discount	\$3.33	90 days	US
132-52		<p>Read Transactions of Savi's RFID Tags</p> <p>Complete the following items for each order.</p> <p>Authorized Country/Location*: _____</p> <p>Government Server (if applicable)*: _____</p> <p>Read Transaction Report Prior to Invoice?* Yes / No</p> <p>Notification when 75% of order consumed?* Yes / No</p> <p>*Terms provided below apply to all orders for this item and must be included in each order for this item.</p> <p>*Read Transactions Terms # 1: Read Transactions of Savi's RFID Tags are only available within Savi's Commercial RFID Network, contact your Savi Account Executive for current locations offered. Orders must specify authorized countries or locations, without specification, assumption will be that all locations within Savi's RFID Commercial Network are authorized.</p> <p>*Read Transactions Terms # 2: Savi will provide in-transit visibility data related to Government-owned Savi RFID tags that is collected by sites within Savi's Commercial RFID Network. Savi's RFID Commercial Network will generate a report of read transactions for each Government-owned Savi RFID tag that is within the range of a Contractor-owned reader at a Government-specified site.</p> <p>*Read Transactions Terms # 3: Savi may be able to transmit the report of read transactions to Government servers, but configuration to interface with these servers may be at an additional cost and any interface requirements must be previously defined before ordering this item. Please see your Savi Account Executive for additional details. Currently, Savi has preconfigured Savi's Commercial RFID Network to interface with the US DoD RF-ITV Server. All orders for read transactions that require reporting to this server must specify "Report to US DoD RF-ITV Server" within the order for this item. For orders with a specified server, Savi will transmit each report of read transactions to the Government Server approximately every 60 minutes after generation of the report of read transactions and only those read transactions that are related to Government-owned Savi RFID tags. Specifically for the US DoD RF-ITV Server Savi will report only one read transaction per tag while the tag is within the range of a Savi-owned reader within a 24 hour period.</p> <p>*Read Transactions Terms # 4: Once ordered, collection of read transactions will begin within the first 10 days of the effective date of the order, unless otherwise specified. The billing period for read transactions is a calendar month, and the first invoice will be issued as early as 20 calendar days but no later than 45 calendar days after the effective date of the order. Subsequent invoices will be issued by the 15th day of the month following the billing period. If requested, a report of read transactions may be provided for review prior to invoice generation. Once Savi provides this report, the Government must review and respond within 5 calendar days with any discrepancies. If no reply is received, it will be assumed that the report is valid and an invoice may be issued. If WAWF is required, receiving reports/invoices must be approved for payment within 5 calendar days of receipt. If requested, Savi will provide the Government with written notice when 75 percent of the funds obligated on the order have been expanded.</p>	\$11.02	N/A	N/A
132-52		<p>Fixed Tag Reads for Status Monitoring/Transmission</p> <p>Complete the following items for each order.</p> <p>Notification when 75% of order consumed?* Yes / No</p> <p>*Terms provided below apply to all orders for this item and must be included in each order for this item.</p>	\$8,560.00	N/A	N/A
		<p>Fixed Tag Read Terms # 1: Read Transactions of Savi RFID Tags is required to purchase this item. It is preferred that these are placed within the same order. Authorized countries/locations and servers for the Read Transactions will apply to the Fixed Tag Reads.</p>			
		<p>*Read Transactions Terms # 2: Once ordered, Fixed Tag Reads will begin at the same time as the Read Transactions. The billing period for read transactions is a calendar month, and the first invoice will be issued as early as 20 calendar days but no later than 45 calendar days after the effective date of the order. Subsequent invoices will be issued by the 15th day of the month following the billing period. If WAWF is required, receiving reports/invoices must be approved for payment within 5 calendar days of receipt. If requested, Savi will provide the Government with written notice when 75 percent of the funds obligated on the order have been expanded.</p>			