

**AUTHORIZED FEDERAL SUPPLY 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. 132-12 Maintenance of Equipment, Repair Services and/or Repair/Spare Parts**

**Special Item No. 132-32 Term Software License**

**Special Item No. 132-34 Maintenance of Software as a Service**

*Global Interface Solutions, Inc dba Supervision*

*Contract Administrator: Brenda Melancon*

**2448 E 81st St Ste 2000**

**Tulsa, Ok 74137-4271**

**Phone: (918)971-1600**

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**[www.secureagent.com](http://www.secureagent.com)**

Contract Number: **GS-35F-0560P**

Period Covered by Contract: **28 May 2014 through 27 May 2019**

Pricelist current through Modification #**PO-0015**, dated **March 24, 2016**

CUSTOMER INFORMATION:

1. **Awarded Special Item Number(s):**

SIN	Description
132-8	Purchase of New Equipment
132-12	Maintenance of Equipment, Repair Services and/or Repair/Spare Parts
132-32	Term Software License
132-34	Maintenance of Software as a Service

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply.

SIN	Product Title	Final GSA Price
132-8	COAX Output Adapter (32 ports)	\$4,060.47
132-12	Optional Feature: 2nd pair COAX Output Adapter (additional 64 ports multiplexed)	\$7,496.25
132-32	SuperVision Software UNIX Systems (per connection)	\$503.78
132-34	On-site Support (per person) (does not include travel and other expenses)	\$1,007.56

1c. **Labor Category Descriptions of all corresponding commercial job titles, experience, functional responsibility and education:** Not Applicable

2. **Maximum Order:** \$500,000 for SIN 132-8, 132-8STLOC, 132-8RC, \$500,000 for SIN 132-12, 132-12STLOC, 132-12RC, \$500,000 for SIN 132-32, 132-32STLOC, 132-32RC, \$500,00 for SIN 132-34, 132-34STLOC, 132-34RC

3. **Minimum Order:** \$100.00

4. **Geographic Scope of Coverage:** Continental United States, Alaska, Puerto Rico, and Hawaii

5. **Point(s) of production (city, county, and State or foreign country)** USA

6. Discount from list prices or statement of net price.

7. **Quantity discounts.** Please see pages 18, 19, and 20

8. Prompt payment terms. Note: Prompt payment terms must be followed by the statement "Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions." – **0% net 30 days**

9a. Notification that Government purchase cards are accepted at or below the micro-purchase threshold.

9b. Notification whether Government purchase cards are accepted or not accepted above the micro-purchase threshold.

**10. Foreign items (list items by country of origin).** Not Applicable

**11a. Time of delivery.** (Contractor insert number of days.) **15 DARO for SINS 132-8, 132-12, 132-32, and 132-34**

**11b. Expedited Delivery:** Upon agreement between Global Interface Solutions, Inc dba Supervision and the customer

**11c. Overnight/2-Day Delivery Terms:** Upon agreement between Global Interface Solutions, Inc dba Supervision and the customer

**11d. Urgent Requirements:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3

workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

**12. FOB Point:** Destination

**13a. Ordering Address:** Global Interface Solutions, Inc dba Supervision  
2448 E 81st Street  
Suite 2000  
Tulsa, Ok 74137-4271

13b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

**14. Payment Address:** Global Interface Solutions, Inc dba Supervision  
2448 E 81st Street  
Suite 2000  
Tulsa, Ok 74137-4271

**15. Warrant Provision:** Please see page 21

**16. Export packing charges, if applicable:** Export Packing is not offered under this contract.

**17. Terms and conditions of Government purchase card acceptance (any thresholds above the micro-purchase level):** **Please contact Global Interface Solutions, Inc dba Supervision**

**18. Terms and conditions of rental, maintenance, and repair (if applicable).** **Not Applicable**

**19. Terms and conditions of installation (if applicable).** **Not Applicable**

**20. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable).** **Not Applicable**

**20a. Terms and conditions for any other services (if applicable).** **Not Applicable**

**21. List of service and distribution points (if applicable).** **Not Applicable**

**22. List of participating dealers (if applicable).** **Not Applicable**

**23. Preventive maintenance (if applicable).** **Not Applicable**

**24a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants).** **Not Applicable**

**24b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at: [www.Section508.gov/](http://www.Section508.gov/). **Not Applicable****

25. Data Universal Number System (DUNS) number. **929231637**
26. Notification regarding registration in the System for Award Management (SAM) database. **Global Interface Solutions, Inc dba Supervision is currently registered within the System for Award Management (SAM) database.**

**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:

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 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.

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 post acceptance 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.

IDG 9074 Warranty:

### ONE YEAR LIMITED HARDWARE WARRANTY

The manufacturer warrants this hardware product against defects in materials and workmanship for a period of one year from purchase by the original end-user commencing five days after shipment or reported installation, whichever is later. The product may contain remanufactured parts equivalent to new in performance or may have been subject to incidental use. The warranty extends only to products purchased directly from the manufacturer or its authorized reseller.

This warranty includes parts and labor at an authorized repair center. In the event the product cannot be repaired or replaced within a reasonable amount of time, the customer's exclusive remedy shall be a refund of the purchase price upon return of the product.

### OBTAINING ON-SITE WARRANTY SERVICE

Service contracts, which provide negotiated response times, including after-hour or weekend coverage, may be available from the manufacturer at an additional charge. Please contact the manufacturer for more information and be prepared to supply proof of the purchase date.

### WARRANTY SERVICE

Warranty service may be obtained from the manufacturer by return of the product to an authorized service center. You may be required to present proof of purchase or similar proof of warranty entitlement. You are responsible for any associated transportation charges, including insurance between you and the repair center. You must ship the product in its original packaging or in packaging sufficient to insure adequate product protection. The product will be returned to you at the manufacturer's expense. Before the product is sent for repair, you agree to remove all features, parts, alterations, and attachments not under warranty service.

When warranty service involves the exchange of a product or part, the item that is replaced becomes the property of the manufacturer and the replacement becomes yours. The replacement assumes the warranty service status of the replaced item. The replacement may not be new, but will be in good working order and at least functional to the item replaced.

The product sent for repair must be free of any legal obligation or restrictions that prevent its exchange. Furthermore, if applicable, before service is provided you agree to follow the problem determination, problem analysis and service request procedures provided by the manufacturer or its authorized reseller; provide the manufacturer or its authorized service provider with sufficient, free and safe access to your facilities to allow them to fulfill their obligations; and inform the manufacturer or authorized service provider of changes in the product's location.

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: 111 W. 5<sup>th</sup> Street, Suite 300, TULSA, OK 74137-4271

## **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 MAINTENANCE OF  
EQUIPMENT, REPAIR SERVICES, AND/OR REPAIR/SPARE PARTS  
PURCHASING  
(SPECIAL ITEM NUMBER 132-12)**

**1. SERVICE AREAS**

- a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within a N/A mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be stated in paragraphs 8.d and 9.d of this Special Item Number 132-12.
- b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

**Global Interface Solutions, Inc., DBA Supervision  
2448 E 81st St Ste 2000  
Tulsa, Ok 74137-4271**

**2. MAINTENANCE ORDER**

- a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 132-12). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.
- b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.
- c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.
- d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.
- e. 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.
- f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

**3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS**

- a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order



procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.

b. When repair service is ordered, only one chargeable repairman shall be dispatched to perform repair service, unless the ordering activity agrees, in advance, that additional repair personnel are required to effect repairs.

#### **4. LOSS OR DAMAGE**

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

#### **5. SCOPE**

a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.

b. Equipment placed under maintenance service shall be in good operating condition.

(1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor, without charge to the ordering activity.

(2) Costs of any repairs performed for the purpose of placing the equipment in good operating condition shall be borne by the Contractor, if the equipment was under the Contractor's guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.

(3) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity, in accordance with the provisions of Special Item Number 132-12 (or outside the scope of this contract).

#### **6. RESPONSIBILITIES OF THE ORDERING ACTIVITY**

a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.

b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.

#### **7. RESPONSIBILITIES OF THE CONTRACTOR**

For equipment not covered by a maintenance contract or warranty, the Contractor's repair service personnel shall complete repairs as soon as possible after notification by the ordering activity that service is required. Within the service areas, this repair service should normally be done within 4 hours after notification.

#### **8. MAINTENANCE RATE PROVISIONS**

a. The Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.

#### **b. REGULAR HOURS**

The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.

#### **c. AFTER HOURS**

Should the ordering activity require that maintenance be performed outside of Regular Hours, charges for such maintenance, if any, will be specified in the pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.

#### **d. TRAVEL AND TRANSPORTATION**

If any charge is to apply, over and above the regular maintenance rates, because of the distance between the ordering activity location and the Contractor's service area, the charge will be:

**Travel and Transportation expenses are calculated based on a Government Per Diem**

e. **QUANTITY DISCOUNTS**

Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by a ordering activity are indicated below:

Quantity Range	Discounts
N/A Units	<u>N/A%</u>

9. **REPAIR SERVICE RATE PROVISIONS**

a. **CHARGES.** Charges for repair service will include the labor charge, computed at the rates set forth below, for the time during which repairmen are actually engaged in work, and, when applicable, the charge for travel or transportation.

b. **MULTIPLE MACHINES.** When repairs are ordered by a ordering activity on two or more machines located in one or more buildings within walking distance of each other, the charges will be computed from the time the repairman commences work on the first machine, until the work is completed on the last machine. The time required to go from one machine to another, or from one building to another, will be considered actual work performance, and chargeable to the ordering activity, provided the time consumed in going between machines (or buildings) is reasonable.

c. **TRAVEL OR TRANSPORTATION**

(1) **AT THE CONTRACTOR'S SHOP**

(a) When equipment is returned to the Contractor's shop for adjustments or repairs which are not covered by the guarantee/warranty provision, the cost of transportation, packing, etc., from the ordering activity location to the Contractor's plant, and return to the ordering activity location, shall be borne by the ordering activity.

(b) The ordering activity should not return defective equipment to the Contractor for adjustments and repairs or replacement without his prior consultation and instruction.

(2) **AT THE ORDERING ACTIVITY LOCATION (Within Established Service Areas)**

When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones. No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the repair service rates listed.

(3) **AT THE ORDERING ACTIVITY LOCATION (Outside Established Service Areas)**

(a) The repair service rates listed for subparagraph (2) above apply, except that a travel charge of **n/a** per mile for repairmen will apply to the round-trip distance between the geographic limits of the applicable service area and the ordering activity location. Such charge will apply as an additional charge, but it will be limited to one round trip for each request that is made by the ordering activity for repair service, regardless of whether repairs are performed at the ordering activity location or at the Contractor's shop.

(b) When the overall travel charge computed at the above mileage rate is unreasonable (considering the time required for travel, actual and necessary transportation costs, and the allowable ordering activity per diem rate for each night the repairman is required to remain overnight at the ordering activity location), the ordering activity shall have the option of reimbursing the Contractor for actual costs, provided that the actual costs are reasonable and allowable. The Contractor shall furnish the ordering activity with a report of travel performed and related expenses incurred. The report shall include departure and arrival dates, times, and the applicable mode of travel.

d. **LABOR RATES**

(1) REGULAR HOURS

The Regular Hours repair service rates listed herein shall entitle the ordering activity to repair service during the period 8:00 a.m. to 5:00 p.m., Monday through Friday, exclusive of holidays observed at the ordering activity location. There shall be no additional charge for repair service which was requested during Regular Hours, but performed outside the Regular Hours defined above, at the convenience of the Contractor.

(2) AFTER HOURS

When the ordering activity requires that repair service be performed outside the Regular Hours defined above, except Sundays and Holidays observed at the ordering activity location, the After Hours repair service rates listed herein shall apply. The Regular Hours rates defined above shall apply when repair service is requested during Regular Hours, but performed After Hours at the convenience of the Contractor.

(3) SUNDAYS AND HOLIDAYS

When the ordering activity requires that repair service be performed on Sundays and Holidays observed at the ordering activity location, the Sundays and Holidays repair service rates listed herein shall apply. When repair service is requested to be performed during Regular Hours and/or After Hours, but is performed at the convenience of the Contractor on Sundays or Holidays observed at the ordering activity location, the Regular Hours and/or After Hours repair service rates, as applicable, shall apply.

**REPAIR SERVICE RATES**

REGULAR HOLIDAYS	AFTER	SUNDAYS AND MINIMUM HOURS HOURS		
LOCATION	CHARGE*	PER HOUR**	PER HOUR**	PER HOUR
CONTRACTOR'S SHOP	N/A	N/A	N/A	
	N/A ORDERING ACTIVITY LOCATION			
(WITHIN ESTABLISHED SERVICE AREAS)		N/A	N/A	N/A
ORDERING ACTIVITY LOCATION (OUTSIDE ESTABLISHED SERVICE AREAS)		N/A	N/A	N/A

\*MINIMUM CHARGES INCLUDE N/A FULL HOURS ON THE JOB.

\*\*FRACTIONAL HOURS, AT THE END OF THE JOB, WILL BE PRORATED TO THE NEAREST QUARTER HOUR.

Hardware products are sold with annual on-site maintenance contracts which cover parts and labor during the annual period. If Contractor and ordering entity determine that it is appropriate for a Hardware product to be returned to the manufacturer for repair instead of being repaired on-site, Contractor will bear the cost of transportation to and from the ordering entity.

In the unlikely event a Repair Service is required that does not fall under either the Warranty or Maintenance contract, the Contractor's then current bench rate, including minimums, and replacement parts pricing, shall apply.

**10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS**

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts shall be furnished at prices indicated in the Contractor's commercial pricelist dated December 1, 2003, at a discount of 0% from such listed prices.

**11. GUARANTEE/WARRANTY—REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS**

a. REPAIR SERVICE

All repair work will be guaranteed/warranted for a period of the life of the Maintenance Agreement

b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period of the life of the product.

*Please see commercial warranty. Some terms applicable on a task order basis.*

**12. INVOICES AND PAYMENTS**

a. Maintenance Service

(1) 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.

(2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

b. Repair Service and Repair Parts/Spare Parts

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with paragraph #10, above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

**TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32) 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.

*Please see Software License Agreement.*

**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.

**SOFTWARE PRODUCT LICENSE AGREEMENT AND SOFTWARE PRODUCT LIMITED WARRANTY**

The IDG 9074 contains preinstalled software programs. Please read

RIGHTS IN THE SOFTWARE ARE OFFERED ONLY ON THE CONDITION THAT THE CUSTOMER AGREES TO ALL TERMS AND CONDITIONS OF THE LICENSE AGREEMENT. PROCEEDING TO OPERATE THE EQUIPMENT INDICATES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THE TERMS OF THE LICENSE AGREEMENT, YOU MUST RETURN THE PRODUCT FOR A FULL REFUND.

PROCEEDING WITH INSTALLATION AND CONFIGURATION SIGNIFIES YOUR ACCEPTANCE OF THE LICENSE TERMS.

IDG 9074/Supervision Product License Agreement:

UNLESS OTHERWISE STATED BELOW, THIS PRODUCT LICENSE AGREEMENT SHALL GOVERN THE USE OF ALL SOFTWARE PROVIDED TO THE CUSTOMER AS PART OF THE IDG 9074 PRODUCT. IT SUPERSEDES ANY SOFTWARE LICENSE TERMS EITHER ON-LINE OR IN OTHER MATERIALS CONTAINED IN THE PRODUCT PACKAGING.

Please be aware that the Operating System Software by Microsoft is licensed to you under the Microsoft End User License Agreement (EULA) contained in the Microsoft documentation.

The following License Terms shall apply:

Customer may use the software on any one IDG 9074 unit. The customer may make one copy of the software for archival purposes or as an essential step in the use of the software with the IDG 9074, and in no other manner.

Customer agrees that they do not have any title or ownership of the software and acknowledge and agree that the software is copyrighted and protected under copyright laws. The software, including the machine code, is owned by the manufacturer and is licensed, not sold, to the customer.

Customer may not copy, display, transfer, adapt, modify or distribute the software and/or machine code, electronically or otherwise, except as permitted in writing by the manufacturer. Customer may not reverse assemble, reverse compile or otherwise translate the code unless expressly permitted by applicable law without the possibility of contractual waiver. Customer may not sublicense, sublease or assign the license for the software and/or machine code or any copy of it. Machine code is defined as basic input/output system code, utilities, diagnostics, device drivers, or microcode.

Customer may transfer rights in the software to a third party with the written consent of the

manufacturer and only if the third party agrees to be bound by the terms of the License Agreement.

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

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 **(918) 971-1600** support number is available from **8:00 a.m. CST to 5:00 p.m. CST**.

Customer Service and Technical Support can also be reached 24 hours a day, 7 days a week by calling **(888) 746-7735**.

### 4. SOFTWARE MAINTENANCE

a. Software maintenance service shall include the following:

Global Interface Solutions will correct or replace the Software as provided hereunder and as updated with improvements and modifications furnished by GIS, and/or provide services necessary to remedy any programming error which is caused by GIS and which significantly affects use of the Software. The services will be performed in a timely and professional manner by qualified maintenance technicians familiar with the Software and its operation, and the services shall conform to the standards generally observed in the industry for similar services. Licensee agrees to provide GIS with information, as requested, and with sufficient support and test time on Licensee's computer system to duplicate the problem, to verify the problem is GIS's Software, and to ascertain that the problem has been repaired. GIS is not responsible for maintaining any portion of the Software affected by any Licensee modifications. On-site services arising due to defects or difficulties caused by Licensee errors or system changes made by the Licensee will be billed at GIS's standard employee daily rate (\$1,000.00) or the rate stated in the Addendum. Service agreed to be provided hereunder does not assure uninterrupted operation of the Software.

\* Software Maintenance is included in the Annual Software License Fee.

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)

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

b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

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

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

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

### 6. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

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

- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.
- c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.
- d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to N/A% of all term license payments during the period that the software was under a term license within the ordering activity.

## 7. TERM LICENSE CESSATION

- a. After a software product has been on a continuous term license for a period of N/A a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.
- b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number 132-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

## 8. UTILIZATION LIMITATIONS - (132-32)

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- (1) When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
- (2) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
- (3) 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.
- (4) 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.
- (5) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware

and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

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

**9. SOFTWARE CONVERSIONS - (132-32)**

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 systems to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

**10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY**

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

**11. RIGHT-TO-COPY PRICING**

None.



**Global Interface Solutions, Inc dba SuperVision**  
**IDG 9074 Secure Communications Controller**

SIN	Product Description	GSA Price (with IFF)	Volume Discounts
<b>Hardware Component/Features</b>			<b>2 or More Units</b>
132-8	Controller IDG 9074, including 1 ESCON	\$23,456.00	\$22,283.20
132-8	Optional Feature: Additional ESCON Adapter	\$11,244.37	\$10,119.93
132-8	COAX Output Adapter (32 ports)	\$4,060.47	\$2,436.28
<b>Software Component/Features</b>			
132-32	Web Interface Included	\$0.00	
132-32	Ten (10) SecureTN3270 client included	\$0.00	
132-32	Additional SecureTN3270 client	\$219.90	
<b>Maintenance</b>			
132-12	Annual Basic Unit Maintenance Agreement (first year maintenance included in purchase price)	\$1,759.20	\$1,671.24
132-12	Annual Price for Additional COAX Card	\$410.48	\$389.95
132-12	Annual Price for Additional ESCON Card	\$586.40	\$557.08
<b>Support</b>			
132-34	On-site Support (per person) (does not include travel and other expenses)	\$1,007.56	
<b>Software Licenses (Monthly license charges (MLC) are billed annually)</b>			
132-32	Required: Annual License for IDG 9074 Microcode (priced monthly at \$275)	\$3,225.20	\$3,063.94
132-32	Alternative: Annual License fee for IDG9074	\$5,277.60	\$5,013.72
132-32	Annual License for Additional ESCON Adapter	\$586.40	\$557.08
132-32	Annual COAX Adapter Software License	\$1,466.00	\$1,392.70
132-32	Annual price for 2nd COAX Installed in an IDG	\$234.56	\$222.83
<b>On-site Support (per person) (does not include travel and other expenses)</b>			
132-32	3174 SNA License < 1,000 users (priced monthly at \$300)	\$3,518.40	
132-32	3174 SNA License < 8,000 users (priced monthly at \$900)	\$10,555.20	

**\*Phone support provided at no additional charge for customers choosing to Self-Install software**

**Global Interface Solutions, Ind dba Supervision**  
**IDG9075 Pricing**

<b>SIN</b>	<b>Product Description</b>	<b>GSA Price (with IFF)</b>	<b>Volume Discounts</b>
<i>Hardware Component/Features</i>			<i>2 or More Units</i>
132-8	Controller IDG 9075, including 1 pair COAX output adapters for total 64 ports multiplexed	\$23,456.00	\$22,283.20
132-8	Optional Feature: 2nd pair COAX Output Adapter (additional 64 ports multiplexed)	\$7,496.25	\$4,497.75
<i>Maintenance</i>			
132-12	Annual Basic Unit Maintenance Agreement	\$1,759.20	\$1,671.24
<i>Software Licenses (Monthly license charges (MLC) are billed annually)</i>			
132-12	Optional Feature: 2nd Pair COAX	\$820.96	\$656.77
132-32	Required: Annual License for IDG 9074 (3270) Microcode (priced monthly at \$275)	\$3,225.20	\$3,063.94
132-32	Alternative: Annual License for IDG 9074 (3215) Microcode (priced monthly at \$450)	\$5,277.60	\$5,013.72
132-32	Annual License for Additional ESCON Adapter	\$586.40	\$557.08
132-32	Annual COAX Adapter Software License	\$1,466.00	\$1,392.70
132-32	Annual price for 2nd COAX installed in an IDG 9074	\$234.56	\$222.83
<i>On Site Optional Software Installation Fee (does not include travel and other expenses)</i>			
132-32	3174 SNA License < 1,000 users (\$300/month)	\$3,518.40	
132-32	3174 SNA License > 8,000 users (\$900/month)	\$10,555.20	

***\*Phone support provided at no additional charge for customers choosing to Self-Install software***

**Global Interface Solutions, Ind dba Supervision Software**

SIN	Product Description	GSA Price (with IFF)	Volume Discounts	
132-32	<b>Required: Basic SuperVision Software for Mainframes (includes 4 LPARS)</b>	<b>\$23,456.00</b>		
132-32	<b>Additional Connections: 1-5 LPARS</b>	<b>\$6,045.36</b>		
132-32	<b>Additional Connections: 6-10 LPARS</b>	<b>\$5,037.80</b>		
132-32	<b>Additional Connections: 11-15 LPARS</b>	<b>\$4,030.24</b>		
132-32	<b>Additional Connections: 16-20 LPARS</b>	<b>\$3,022.68</b>		
132-32	<b>Additional Connections: 21-30 LPARS</b>	<b>\$2,015.12</b>		
132-32	<b>Additional Connections: More than 30</b>	<b>\$1,007.56</b>		
132-32	<b>SuperVision Software AS 400 (price per connection)</b>	<b>\$1,007.56</b>	<b>20 or more connections</b>	<b>15%</b>
132-32	<b>SuperVision Software UNIX Systems (per connection)</b>	<b>\$503.78</b>	<b>20 or more connections</b>	<b>15%</b>
132-32	<b>SuperVision Software TPF (priced per Production System)</b>	<b>\$39,093.33</b>	<b>3-5 units</b>	<b>25%</b>
			<b>6 or more units</b>	<b>50%</b>
132-32	<b>On Site Optional Software Installation Fee (does not include travel and other expenses)</b>	<b>\$1,007.56</b>		

*\*SuperVision Software is loaded onto existing servers or desktops*

*\*Phone support provided at no additional charge for customers choosing to Self-Install software*

**IDG 9074 Warranty – S/N 0303-01  
ONE YEAR LIMITED HARDWARE  
WARRANTY**

Important: This is your hardware product warranty statement. Please read it carefully.

The manufacturer warrants this hardware product against defects in materials and workmanship for a period of one year from purchase by the original end-user commencing five days after shipment or reported installation, whichever is later. The product may contain remanufactured parts equivalent to new in performance or may have been subject to incidental use. The warranty extends only to products purchased directly from the manufacturer or its authorized reseller.

This warranty includes parts and labor at an authorized repair center. In the event the product cannot be repaired or replaced within a reasonable amount of time, the customer's exclusive remedy shall be a refund of the purchase price upon return of the product.

**LIMITATION OF WARRANTY**

The manufacturer cannot provide a guarantee for uninterrupted operation of the machine or its software, nor can it guarantee that every problem can be fixed.

The above warranty shall not apply to defects resulting from:

- Misuse, abuse or neglect;
- Unauthorized modification or incorporation into other products;
- Operation or storage outside the product's usage or storage parameters;
- In-transit damage;
- Improper maintenance or defects resulting from the use of parts not certified by the manufacturer;
- Acts of God;
- Damage to or loss of any program data or removable storage media;
- Results of service performed by anyone other than the manufacturer, its authorized reseller, or its authorized service provider

THESE WARRANTIES ARE YOUR EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER WARRANTY CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTY CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THESE WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF LIMITATION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION OR LIMITATION

WILL NOT APPLY TO YOU. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD. NO WARRANTIES WILL APPLY AFTER THAT PERIOD.

THE REMEDIES PROVIDED ABOVE ARE THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. IN NO EVENT SHALL MANUFACTURER BE LIABLE FOR ANY LOST PROFITS, LOST SAVINGS, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY. THE MANUFACTURER IS NOT LIABLE FOR ANY CLAIM MADE BY A THIRD PARTY OR MADE BY YOU FOR A THIRD PARTY.

The foregoing limitation of liability shall not apply in the event that any product sold hereunder is determined by a court of competent jurisdiction to be defective and to have directly caused bodily injury, death, or property damage; provided, that in no event shall manufacturer's liability for property damage exceed the greater of two times the purchase price of the specific product that caused such damage.

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages – including lost profit – so the above limitation or exclusion may not apply to you.

## **INDEMNIFICATION**

GIS warrants to Licensee that the hardware and software (product) do not infringe any patent issued in the United States, or any trade secret, copyright, or other proprietary rights. As licensee's exclusive remedy for breach of this warranty and GIS's entire liability for infringement, GIS agrees to indemnify and hold Licensee harmless with respect to any suit, claim, or proceeding brought against Licensee alleging that Licensee's permitted use of the products licensed to it by GIS under this agreement constitutes an infringement of any patent issued in the United States, or any trade secret, copyright or other proprietary right, and pay all litigation costs and reasonable attorneys' fees incurred in connection with such suit, claim or proceeding, and all settlement payments and damages awarded therein, provided that GIS is notified in writing within 30 days after Licensee receives official notice of any such suit, claim, or proceeding, Licensee tenders the control of any such claim or proceeding to GIS, and Licensee cooperates at GIS's expense with GIS in the defense or settlement of same. Upon notice of alleged infringement or in case the product is/are held to constitute an infringement and Licensee is enjoined from using the software, GIS shall have the right, at its option and expense, either: (a) to procure for Licensee the right to continue using the product; or (b) to replace or modify the product so that it/they provide substantially the same, or greater, functionality and performance than the infringing product, but are no longer subject to a claim of infringement. If, in GIS's opinion, none of the options above are reasonably available, Customer's sole and exclusive remedy shall be to return the infringing product to GIS in exchange for a refund of the price that Licensee paid to GIS for product less reasonable amortization pro-rated over a twelve (12) month term from the date the infringing product was utilized under the terms of the license. GIS shall not have any obligation under this Section: (a) to the extent the claim arises from a modification of the product other than by or on behalf of GIS or from Licensee's use of the product in combination with other non-GIS product, equipment or devices, but only to the extent that Licensee's liability for such infringement claim would have been avoided by foregoing such modification or combination; (b) if GIS has provided Licensee with a non-infringing version of the product (that provide substantially the same, or greater, functionality and performance than the infringing product) and Licensee does not promptly replace all copies of the infringing version of the software or hardware with the non-infringing version; or (c) the use of any version of the product other than the most recent version of that product, to the extent that Licensee's liability for such infringement claim would have been avoided by the use of said most recent version

## **OBTAINING ON-SITE WARRANTY SERVICE**

Service contracts, which provide negotiated response times, including after-hour or weekend coverage, may be available from the manufacturer at an additional charge. Please contact the manufacturer for more information and be prepared to supply proof of the purchase date.

## **WARRANTY SERVICE**

Warranty service may be obtained from the manufacturer by return of the product to an authorized service center. You may be required to present proof of purchase or similar proof of warranty entitlement. You are responsible for any associated transportation charges, including insurance between you and the repair center. You must ship the product in its original packaging or in packaging sufficient to insure adequate product protection. The product will be returned to you at the manufacturer's expense. Before the product is sent for repair, you agree to remove all features, parts, alterations, and attachments not under warranty service.

When warranty service involves the exchange of a product or part, the item that is replaced becomes the property of the manufacturer and the replacement becomes yours. The replacement assumes the warranty service status of the replaced item. The replacement may not be new, but will be in good working order and at least functional to the item replaced.

The product sent for repair must be free of any legal obligation or restrictions that prevent its exchange. Furthermore, if applicable, before service is provided you agree to follow the problem determination, problem analysis and service request procedures provided by the manufacturer or its authorized reseller; provide the manufacturer or its authorized service provider with sufficient, free and safe access to your facilities to allow them to fulfill their obligations; and inform the manufacturer or authorized service provider of changes in the product's location.

## **SOFTWARE PRODUCT LICENSE AGREEMENT AND SOFTWARE PRODUCT LIMITED WARRANTY**

The IDG 9074 contains preinstalled software programs. Please read the Software License Agreement before proceeding.

CAREFULLY READ THIS LICENSE AGREEMENT AND LIMITED WARRANTY STATEMENT BEFORE PROCEEDING TO OPERATE THIS EQUIPMENT. RIGHTS IN THE SOFTWARE ARE OFFERED ONLY ON THE CONDITION THAT THE CUSTOMER AGREES TO ALL TERMS AND CONDITIONS OF THE LICENSE AGREEMENT. PROCEEDING TO OPERATE THE EQUIPMENT INDICATES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THE TERMS OF THE LICENSE AGREEMENT, YOU MUST RETURN THE PRODUCT FOR A FULL REFUND.

PROCEEDING WITH INSTALLATION AND CONFIGURATION SIGNIFIES YOUR ACCEPTANCE OF THE LICENSE TERMS.

IDG 9074/SuperVision Product License Agreement:

UNLESS OTHERWISE STATED BELOW, THIS PRODUCT LICENSE AGREEMENT SHALL GOVERN THE USE OF ALL SOFTWARE PROVIDED TO THE CUSTOMER AS PART OF THE IDG 9074 PRODUCT. IT SUPERSEDES ANY SOFTWARE LICENSE TERMS EITHER ON-LINE OR IN OTHER MATERIALS CONTAINED IN THE PRODUCT PACKAGING.

Please be aware that the Operating System Software by Microsoft is licensed to you under the Microsoft End User License Agreement (EULA) contained in the Microsoft documentation.

The following License Terms shall apply:

Customer may use the software on any one IDG 9074 unit. The customer may make one copy of the software for archival purposes or as an essential step in the use of the software with the IDG 9074, and in no other manner.

Customer agrees that they do not have any title or ownership of the software and acknowledge and agree that the software is copyrighted and protected under copyright laws. The software, including the machine code, is owned by the manufacturer and is licensed, not sold, to the customer.

Customer may not copy, display, transfer, adapt, modify or distribute the software and/or machine code, electronically or otherwise, except as permitted in writing by the manufacturer. Customer may not reverse assemble, reverse compile or otherwise translate the code unless expressly permitted by applicable law without the possibility of contractual waiver. Customer may not sublicense, sublease or assign the license for the software and/or machine code or any copy of it. Machine code is defined as basic input/output system code, utilities, diagnostics, device drivers, or microcode.

Customer may transfer rights in the software to a third party with the written consent of the manufacturer and only if the third party agrees to be bound by the terms of the License Agreement.

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**GLOBAL INTERFACE SOLUTIONS, INC.  
LICENSE AND MAINTENANCE AGREEMENT**

This License and Maintenance Agreement and any signed addenda hereto ("Agreement") between Global Interface Solutions, Inc., an Oklahoma Corporation ("GIS") and the Customer/Licensee indicated below ("Licensee") is to be effective upon acceptance by the signing officer of GIS. In consideration of the mutual agreements and the terms and conditions herein contained, GIS and the Licensee agree as follows:

1. Scope of Contract

Subject to the terms and conditions of this Agreement, GIS will furnish Hardware and licensed Software (collectively referred to as "Products" and hereby grants to Licensee a non-assignable and non-exclusive right to use, load, execute, access, employ, adapt, store, perform and display ("Use") the executable version of the software and all versions, releases, and upgrades to the software ("Software") in conjunction with the user documentation and maintenance services ("Services") for which the corresponding fee has been paid as described in the attached Addendum. This Agreement is not a sale, rental or lease of the Software or any copy thereof, and GIS retains all rights not expressly granted to the Licensee. Licensee will, under no circumstances, acquire any title or ownership of the Software or any patent, trademark, trade secret, copyright or other intellectual property rights therein or related to the Products. Notwithstanding the number of licenses granted in the Addendum, Licensee may maintain, free of charge, a backup copy of the Software for archival purposes and a reasonable number of copies for use in test and development environments at the primary site. Software shall be used with reference to the License Type and Operating Platform specified in the Addendum. Licensee shall promptly notify GIS of any material alteration or expansion of the system the Licensed Software is used in connection with. Additional License Fees shall be payable should Licensee use the Software in excess of the Addendum parameters. All employees, agents, consultants, and contractors who need to use the Software in performance of their duties for Licensee and who are authorized and enabled by Licensee to use the Software, are entitled to use the Software within the Addendum parameters.

2. Basic Responsibility

Licensee accepts, with respect to the Products, responsibility for (a) Licensee selection to achieve Licensee's intended result; (b) Licensee's installation; (c) Licensee's use; and (d) payment according to the terms of the Agreement. The Products furnished and licensed in connection with this Agreement are expressly identified in the Addendum attached hereto, and no other software is licensed unless expressly identified in the Addendum. The basic terms and conditions of this Agreement shall also apply to any other Products or Services subsequently ordered by the Licensee from GIS, by purchase order or otherwise. The terms and conditions of this Agreement shall control over, and act in substitution to, any terms and conditions communicated to GIS by Licensee, or to Licensee by GIS, in writing or otherwise. If any or all of the Software licensed is enhanced or upgraded during the license period or replaced by other products, then GIS shall provide them to Licensee at no charge. In the event that GIS deletes functions from the Software and offers those functions in other or new products, the portion of those other or new products which contain the functions in questions, or the entire product, if the functions cannot be separated out, shall be provided to Licensee under the terms of the Agreement, at no additional cost.

3. Term of Agreement and Termination

This Agreement is effective for a term specified in the attached Addendum. The license granted herein shall be automatically renewed for successive terms equal in length to the original term, unless Customer

notifies GIS of its intent not to renew, which notice shall be in writing and received by GIS not less than ninety (90) days prior to the end of the then current term. Upon termination Customer shall immediately return to GIS or destroy, at Customer's expense, all Software, including the original and all copies of the Software used in an updated work. Either party may terminate this Agreement for cause in the event of any default by the other party that remains uncured thirty (30) days after receipt by the defaulting party of written notice of such default. If this Agreement is terminated by GIS due to uncured default by Licensee, Licensee agrees to provide assurance, in writing, that all Software was removed from service within ten (10) days of notice of termination and that all Software, including the original and all copies of the Software used in an updated work and all backup copies and documentation, original and copies, licensed hereunder and returned to GIS at Licensee's expense within fifteen (15) days of notice of termination.

4. Charges

Charges applicable to furnished Hardware and each Software license granted herein, and to the services by GIS as specified in the Addendum, shall be in an annual invoice payable at the beginning of the term.

Such invoices shall be due and payable in accordance with the Addendum.

## 5. Assignment

Except as otherwise agreed, the right to use the Software is not transferable and non-assignable by the Licensee without GIS's *prior written consent*, which consent will not be unreasonably withheld. Attempted assignment or transfer without consent of GIS is VOID and in breach of this Agreement. This Agreement is binding on and inures to the benefit of each party's successors and permitted assigns.

## 6. Warranties

GIS warrants that it has the right to furnish Hardware and license the Software subject to the terms and conditions of this Agreement and that the Products do not and shall not infringe on any United States patent, copyright, trademark, trade secret, or other intellectual or proprietary right of a third party. GIS warrants that when properly installed, the Products will substantially conform to the Product's functional specifications. GIS warrants the Software is free of any lock, counter, time bomb, CPU reference, or virus capable of impairing operations or erasing or altering data or programs. In the event that the Product fails to substantially conform to its warranties, GIS shall take such corrective action to repair or replace any portion of the Product which is non-conforming or defective. A One Year Limited Warranty for specific Hardware products and preloaded software is provided separately and shall be attached to this agreement as Exhibit A if applicable.

7. WARRANTY DISCLAIMER, Other than the warranties provided herein, the Licensee acknowledges and agrees that GIS Products are provided "as is" without warranty of any kind, express or implied. UNLESS PROHIBITED BY LAW, THE WARRANTIES INCLUDED WITHIN THIS AGREEMENT ARE THE ONLY WARRANTIES GIVEN BY GIS IN RESPECT TO THE Product AND ARE IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY QUALITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.

## 8. LIMITATION OF LIABILITY.

Neither party is liable for any lost revenue, profits or data or for special, indirect, consequential, incidental or punitive damages however caused and regardless of any theory of liability, including tort and including, but not limited to, damages arising from the loss of Use or inability to Use the Products, even if that party has been advised of the possibility of such damage. Except in the case of a Section 9 "Proprietary Rights Indemnification" condition, neither party's liability hereunder for damages from any cause whatsoever and regardless of the form of action, shall exceed monies actually paid by Licensee to GIS for the immediately previous twelve months to which a breach is claimed. These foregoing limitations shall apply, even if the exclusive remedies provided in this Agreement fail of their essential purpose. The statute of limitations to bring any action for breach of any aspect of this Agreement by the Licensee, including but not limited to the breach of any warranty made pursuant to the contract, shall be one year from the date the breach is determined by a court of competent jurisdiction to have first occurred.

## 9. Proprietary Rights Indemnification

GIS warrants to Licensee that the Products do not infringe any patent issued in the United States, or any trade secret, copyright, or other proprietary rights. As licensee's exclusive remedy for breach of this warranty and GIS's entire liability for infringement, GIS agrees to indemnify and hold Licensee harmless with respect to any suit, claim, or proceeding brought against Licensee alleging that Licensee's permitted use of the Products furnished or licensed to it by GIS under this agreement constitutes an infringement of any patent issued in the United States, or any trade secret, copyright or other proceeding, and pay all litigation costs and reasonable attorneys' fees incurred in connection with such suit, claim or proceeding, and all settlement payments and damages awarded therein, provided that GIS is notified in writing within 30 days after Licensee receives official notice of any such suit, claim, or proceeding, Licensee tenders the control of any such claim or proceeding to GIS, and Licensee cooperates at GIS's expense with GIS in the defense or settlement of same. Upon notice of alleged infringement or in case the Product is/are held to constitute an infringement and Licensee is enjoined from using the Product, GIS shall have the right, at its option and expense, either: (a) to procure for Licensee the right to continue using the Product; or (b) to replace or modify the Product so that it/they provide substantially the same, or greater, functionality and performance than the infringing Product, but are no longer subject to a claim of infringement. If, in GIS's opinion, none of the options above are reasonably available, Customer's sole and exclusive remedy shall be to return the infringing Product to GIS in exchange for a refund of the price that Licensee paid to GIS for Product less reasonable amortization pro-rated over a twelve (12) month term from the date the infringing Product was utilized under the terms of the license. GIS shall not have any obligation under this Section: (a) to the extent the claim arises from a modification of the Product other than by or on behalf of GIS or from Licensee's use of the Product in combination with other non-GIS software, equipment or devices; (b) if GIS has provided Licensee with a non-infringing version of the Product (that provide substantially the same, or greater, functionality and performance than the



infringing Product) and Licensee does not promptly replace all copies of the infringing version of the Product with the non-infringing version; or (c) the use of any version of the Product other than the most recent version of that Product, to the extent that Licensee's liability for such infringement claim would have been avoided by the use of said most recent version.

#### 10. Product Maintenance

- A. Software: GIS will correct or replace the Software as provided hereunder and as updated with improvements and modifications furnished by GIS, and/or provide services necessary to remedy any
- B. Programming error which is caused by GIS and which significantly affects use of the Software. The services will be performed in a timely and professional manner by qualified maintenance technicians familiar with the Software and its operation, and the services shall conform to the standards generally observed in the industry for similar services. Licensee agrees to provide GIS with information, as requested, and with sufficient support and test time on Licensee's computer system to duplicate the problem, to verify the problem is GIS's Software, and to ascertain that the problem has been repaired. GIS is not responsible for maintaining any portion of the Software affected by any Licensee modifications. On-site services arising due to defects or difficulties caused by Licensee errors or system changes made by Licensee will be billed at GIS's standard employee daily rate or the rate stated in the Addendum. Service agreed to be provided hereunder does not assure uninterrupted operation of the Software.
- C. Hardware: GIS may, at its discretion, engage subcontractors to perform on-site maintenance as described in the Addendum.
- D. The following services in this Section 10B are not considered maintenance services to be provided under this Agreement:
- I. Repair of damage or increase in service time caused by the use of the Products for other than ordinary use for which it is designed.
  - II. Repair of damage or increase in service time caused by: accident or disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning, transportation, neglect or misuse.
  - III. Repair of damage or increase in service time caused by performing services connected with maintenance of machines, or adding or removing accessories, attachments or other devices, or failure to continually provide a suitable environment including, but not limited to, adequate space, electrical power, air conditioning and/or humidity control.
- D.. Licensee will reimburse GIS for any reasonable out-of-pocket expenses incurred at Licensee's request including travel to and from the Licensee's site, lodging, meals, telephone, shipping and freight charges, as may be necessary in connection with duties performed under this Agreement by GIS unless the duties performed are a result of the fault of GIS.
- E. GIS will provide to Licensee new versions, releases, and upgrades of the Software when and as they become available during the Term.
- F. GIS shall provide a telephone number, answered by GIS staff knowledgeable in the Product, during normal business hours which hours are from 8 a.m. to 5 p.m. CT, Monday through Friday. Any after hours calls of an emergency nature will be handled by calling the main number and following the instructions for reporting a software or hardware emergency. An operator will be available to find the appropriate service personnel within a reasonable amount of time.

#### 11. Confidentiality

Licensee acknowledges that at all times, Products are confidential and proprietary information of GIS. GIS retains exclusive ownership of the Software and will be safeguarded by the Licensee. Licensee agrees not to publish or disclose any materials, knowledge, data, trade secrets or other confidential information related to the Products or the processes to any person other than an employee of Licensee or of GIS without the prior written consent of GIS. Licensee agrees to inform its employees of the confidential nature of the products and the processes and acknowledges its responsibility and liabilities for any actions of its employees in violation of this paragraph. Licensee shall take care to disclose only that information necessary to enable personnel of GIS to render services hereunder. GIS will use the same degree of care to avoid disclosure or use of confidential information which Licensee identifies as secret and confidential as it employs with its own proprietary information.

#### 12. Miscellaneous

- A. Taxes and Duties: There shall be added to any fees and other charges payable under this Agreement, amounts equal to any tariff, duties, value added and/or sales or use tax imposed by any government or governmental agency with respect to the Software or services rendered under this Agreement (excluding any taxes on GIS's income).

- B. Invalid Provisions: Should any provision of this Agreement be held unenforceable, the remaining provisions of the Agreement shall not in any way be affected or impaired thereby.
- C. Inability to Perform: Neither party shall be liable for any damages caused by failure to fulfill its obligation under this Agreement or delay thereof if such failure or delay arose from any cause beyond the control of each party, or as a result of strike or work stoppage. (Force Majeure)
- D. Authority: Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each has been properly authorized and empowered to enter into this Agreement.
- E. Governing Provision: This Agreement shall be governed by the laws of the State of Oklahoma and Federal law where applicable.
- F. Notices: All notices allowed hereunder shall be in writing and delivered personally or by United States mail, certified, return receipt requested, with postage prepaid, or by overnight express delivery to the address on this Agreement or such other address as any party may communicate to the other party from time to time and shall be deemed communicated when posted, or so delivered. For notices sent to Licensee, a copy should be sent to the address noted in the signature section.
- G. Attorney's Fees: In the event suit is brought to enforce or interpret any part of this Agreement, the prevailing party shall be entitled to recover as an element of their costs of suit, and not as damages, a reasonable attorneys' fee to be fixed by the court. The "prevailing party" shall be the party who is entitled to recover their costs of suit, whether or not the suit proceeds to final judgment. A party not entitled to recover their costs shall not recover attorneys' fees. No sum for attorneys' fees shall be counted in calculating whether a party is entitled to recover costs or fees.
- H. Abatement: Licensee agrees that the sums payable to GIS under this Agreement shall not be subject to any abatement whatsoever, and shall be paid without notice, offset or demand.
- I. Export Controls: None of the software or the underlying information or technology may be exported to a country outside the United States without the written permission and consent of GIS. That software or the underlying information or technology is subject to US export control laws and may be subject to export and import regulation in other countries. Licensee agrees to comply strictly with all such laws and regulations and acknowledges that it has the responsibility to obtain such licenses to export, re-export, or import Software as may be required after approval and delivery to Licensee.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. FURTHER, THE LICENSEE AGREES THAT THIS AGREEMENT AND ANY ATTACHED ADDENDUM IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN THE PARTIES, WHICH SUPERSEDES ALL PROPOSALS OR PRIOR AGREEMENTS, ORAL OR WRITTEN, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. No modification, amendment, supplement to, or waiver of this Agreement is binding upon the parties unless made in writing and signed by authorized representatives of both parties.

LICENSEE:

BY \_\_\_\_\_

By \_\_\_\_\_

NAME

NAME

TITLE

TITLE

DATE

DATE

COMPANY

COMPANY

ADDRESS

ADDRESS

Agreement No:

**GLOBAL INTERFACE SOLUTIONS, INC.  
LICENSING AND MAINTENANCE  
AGREEMENT ADDENDUM "A"**

This addendum is attached to and becomes, upon execution by both parties below, a part of the Global Interface Solutions, Inc. Licensing and Maintenance Agreement # \_\_\_\_\_ and sets forth the specific terms and conditions relating to the Licensed Software listed below:

Effective Date: Month, XX 20XX

Licensed Software: Name of Product

License Term: X years

Annual License Fees: \$ XXXXX (Description)

\$ XXXXX (Description)

Onsite Support or Training \$ XXXX per person, plus expenses  
(Only if requested)

Delivered To: Send Invoices To:

Other terms and conditions:

Name of Licensee

Global Interface Solutions, Inc.

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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