

Federal Acquisition Service

*Authorized Information Technology
Schedule Pricelist*

GS-35F-0581S

Period Covered by Contract: August 16, 2006 THROUGH August 15, 2011

Pricelist current through Modification #PA-0011, dated September 11, 2008.

**GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT, SOFTWARE AND SERVICES**

Special Item Numbers (SIN) Products/Services

132-52.....Electronic Commerce Services
132-53.....Wireless Services

Note: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

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.

SPECIAL ITEM NO. 132-53 WIRELESS SERVICES

FPDS CODE D304 Excluding local and long distance voice, data, video, and dedicated transmission services which are NOT mobile.

Paging Services
Cellular/PCS Voice Services

Contractor:

ProfitLine, Inc.
9920 Pacific Heights Blvd., Suite 200
San Diego, CA 92121
(858) 452-6800
<http://www.profitline.com>

Contract Number:
GS-35F-0581S

Period Covered by Contract:
August 16, 2006 – August 15, 2011

General Services Administration
Federal Acquisition Service

Pricelist current through Modification #**PA-0011**, dated **September 11, 2008**.

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

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**INFORMATION FOR ORDERING ACTIVITIES
APPLICABLE TO ALL SPECIAL ITEM NUMBERS****SPECIAL NOTICE TO AGENCIES
Small Business Participation**

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

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

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

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

1. GEOGRAPHIC SCOPE OF CONTRACT:

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

The Geographic Scope of Contract will be domestic delivery only.

For Special Item Number 132-53 Wireless Services ONLY, if awarded, list the limited geographic coverage area:

Continental United States (CONUS)**2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:**

Orders:

**ProfitLine, Inc.
Attn: GSA Orders
9920 Pacific Heights Blvd., Suite 200
San Diego, CA 92121**

Remittance:

**ProfitLine, Inc.
Attn: GSA Remittance
9920 Pacific Heights Blvd., Suite 200
San Diego, CA 92121**

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards **will** be acceptable for payment above the micro-

purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance: **(800) 867-1906**

3. LIABILITY FOR INJURY OR DAMAGE

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

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

Block 9: G. Order/Modification Under Federal Schedule
Block 16: Data Universal Numbering System (DUNS) Number: **83-1823422**
Block 30: Type of Contractor - **B. Other Small Business**
Block 31: Woman-Owned Small Business - **No**
Block 36: Contractor's Taxpayer Identification Number (TIN): **33-0737107**

- 4a. CAGE Code: **479W9**
- 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>132-52</u>	<u>N/A</u>
<u>132-53</u>	<u>N/A</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: **0%** - **30** days from receipt of invoice or date of acceptance, whichever is later.
- b. QUANTITY. None unless otherwise specified in the pricelist.
- c. DOLLAR VOLUME. None unless otherwise specified in the pricelist.
- d. GOVERNMENT EDUCATIONAL INSTITUTIONS. Government Educational Institutions are offered the same discounts as all other Government customers unless otherwise specified in the pricelist.
- e. OTHER. None unless otherwise specified in the pricelist.

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.

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 132-52 - Electronic Commerce (EC) Services
Special Item Number 132-53 – Wireless Services

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 Supply Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone

number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301) 975-2833.

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

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.

(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

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.fss.gsa.gov/>.

17. PURCHASE OF OPEN MARKET ITEMS

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

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

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

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

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

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

19. OVERSEAS ACTIVITIES

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

Not Applicable

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
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 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 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.

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

a. The Contractor shall provide a description of each type of EC Service offered under Special Item Number 132-52. EC Services should be presented in the same manner as the Contractor sells to its commercial and other ordering activity customers. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles (labor categories) for those individuals who will perform the service should be provided.

b. Pricing for all EC Services shall be in accordance with the Contractor's customary commercial practices; e.g., hourly rates, monthly rates, term rates, and/or fixed prices.

ProfitLine's Master Services Agreement and Addendums are detailed in Schedule A through H of this pricelist.

**TERMS AND CONDITIONS APPLICABLE TO WIRELESS SERVICES
(SPECIAL ITEM NUMBER 132-53)****1. ACCEPTANCE TESTING**

Activation of service or service features will be assumed to be accepted when the end user or designated point of contact calls into ProfitLine's Help Desk to activate the service and/or service features. The user or designated point of contact will have 5 business days to contact ProfitLine to dispute the activation of service from the original activation date.

The Contractor shall provide acceptance test plans and procedures for ordering activity approval. The Contractor shall perform acceptance testing of the systems for ordering activity approval in accordance with the approved test procedures.

2. EQUIPMENT

The Contractor shall make available cellular voice and data devices. The cellular devices offered shall be compatible with the cellular access standards employed within the geographical scope of contract.

The Contractor shall provide programming of any cellular telephone device, including Contractor-provided and ordering activity-furnished devices, that conforms to the cellular service furnished by the Contractor.

3. WARRANTY

The Contractor shall provide a warranty covering each Contractor-provided device. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty for the item listed below:

Limited Services Warranty. ProfitLine warrants that the services provided by ProfitLine under this agreement and any Services Addendum(s) shall be performed in a workmanlike manner. ProfitLine's sole liability, and Client's sole and exclusive remedy for a breach by ProfitLine of the foregoing limited warranty shall be for ProfitLine to re-perform the service giving rise to such breach at no additional charge to Client.

Limited Software Warranty. ProfitLine warrants that ProfitLine's Proprietary Software will substantially conform to the published functional specifications provided by ProfitLine when ProfitLine's Proprietary Software is given normal, proper and intended usage in compliance with any user manuals or other written instructions for use provided by ProfitLine. In the event that ProfitLine's Proprietary Software should fail to so conform during the License Term, ProfitLine will investigate and use commercially reasonable efforts to remedy such nonconformance.

The warranty shall commence upon the later of the following:

- a. Activation of the user's service
- b. Installation/delivery of the equipment

The Contractor, by repair or replacement of the defective item, shall complete all warranty services within five working days of notification of the defect. Warranty service shall be deemed complete when the user has possession of the repaired or replaced item. If the Contractor renders warranty service by replacement, the user shall return the defective item(s) to the Contractor as soon as possible but not later than ten (10) working days after notification.

4. MANAGEMENT AND OPERATIONS PRICING

The Offeror shall provide management and operations pricing on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basis service.

5. TRAINING

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below:

6. MONTHLY REPORTS

In accordance with commercial practices, the Contractor may furnish the ordering activity/User with a monthly summary ordering activity report.

7. WIRELESS SERVICE PLAN

(a) Describe the wireless service plan and eligibility requirements. Include, but not limited to, service area, monthly service charge, minutes included, etc.

No activation fees or termination fees apply to government accounts. Included minutes will vary based on monthly rate plan selected. Pooled minute plans are also available. Consult the attached full price list for further details and specifications.

(b) Describe charges, if any, for additional minutes, domestic wireless long distance, roaming, nights and weekends, etc.

Additional minutes used over and above the number of included minutes will incur a per minute fee. This fee varies based on the plan selected. Domestic long distance calling is free of toll charges. Roaming charges only apply to plans that have a restricted local calling area when the caller places a call outside of that designated area. The only additional fees are for ancillary service features such as text messaging or for federally mandated or cost recovery fees

(c) Describe corporate volume discounts and eligibility requirements.

Discounts off of monthly access fees are already applied to the service plans based on this GSA schedule. Volume discounts will apply for the Managed Services Fee as specified on this GSA schedule.

ProfitLine's Master Services Agreement and TLM Mobility Addendum are detailed in Schedule A and H of this pricelist.

**SCHEDULE A – PROFITLINE MASTER
SERVICES AGREEMENT AND
ADDENDUMS**

1. **Use of Proprietary Software.** ProfitLine will provide Client with access to, and all necessary training on ProfitLine's proprietary, Internet accessible software ("ProfitLine's Proprietary Software") configured for use with the respective ProfitLine services identified in the Services Addendums. ProfitLine's Proprietary Software, databases and data, and all improvements, enhancements, modifications, and derivative technology to ProfitLine's Proprietary Software, including all copyrights and all other intellectual property therein, are and will remain the sole and exclusive property of ProfitLine. ProfitLine reserves all rights not expressly granted to Client in this MSA.

a. **License Grant.** Subject to the terms and conditions of this MSA, any additional usage terms in the respective Services Addendums, and during the term of the respective Services Addendums ("License Term"), ProfitLine grants Client a non-exclusive, non-transferable license (with no right to sublicense) to access ProfitLine's Proprietary Software and any modules to which Client is entitled to through the Services Addendums, via the Internet and user passwords issued by ProfitLine.

b. **User Name and Password.** ProfitLine will issue Client user names and passwords through which Client may access ProfitLine's Proprietary Software. Client may issue additional user names and passwords at no additional cost, but only to employees (whether temporary or permanent employees of Client or any staffing agency utilized by Client for temporary personnel) of Client, or third parties that ProfitLine approves in writing, but which can only be refused if ProfitLine deems them as direct competitors of ProfitLine. Client shall be solely responsible for issuing, controlling and monitoring use of the user names and passwords and shall take all reasonable steps to safeguard all user names and passwords. Client shall immediately notify ProfitLine of any unauthorized disclosure or use of the passwords or access to ProfitLine's Proprietary Software or of the need to deactivate passwords and provide to ProfitLine its reasonable cooperation to remedy such unauthorized disclosure or use. Passwords are subject to cancellation or suspension by ProfitLine upon the misuse of any passwords by Client.

c. **Restrictions.** Client may only use ProfitLine's Proprietary Software for Client's own internal use, solely in connection with Client's own internal business activities. Client may not (i) download or copy ProfitLine's Proprietary Software or otherwise reproduce ProfitLine's Proprietary Software or any portion thereof, except as expressly authorized by ProfitLine, (however Client may download any reports or data); (ii) modify, reverse-engineer, decompile, disassemble, or attempt to derive the source code of ProfitLine's Proprietary Software; (iii) permit, sell, lease, assign, resell, license, sublicense, distribute or otherwise transfer the use of or access to ProfitLine's Proprietary Software for use by third parties; or (iv) create, write or develop any derivative technology or software program based on ProfitLine's Proprietary Software or any ProfitLine Confidential Information.

d. **US Government Restricted Rights.** If Client is the United States Government or is acquiring the right to access and use ProfitLine's Proprietary Software on behalf of the United States Government, then the United States Government agrees that: (i) if the right to access and use ProfitLine's Proprietary Software is acquired by or supplied to the Department of Defense ("DOD"), ProfitLine's Proprietary Software shall be classified as "Commercial Computer Software" and the government is acquiring only "restricted rights" in ProfitLine's Proprietary Software, as defined in Clause 252.227-7013(c) of the DFARS; (ii) for any part of the United States Government other than DOD, the government's rights in ProfitLine's Proprietary Software will be as defined in Clause 52.227-19(c)(2) of the FAR or, for NASA, in Clause 1852.227-86(d) of the NASA Supplement to the FAR.

e. **Compliance with Laws.** Client shall have the sole responsibility for securing all necessary permissions and clearances with respect to user names, passwords, and other Client data or Client IP (as defined in Section 2, below), including any and all laws, rules, and regulations applicable thereto, including, but not limited to, those concerning any privacy rights of users. Further, the Client agree that ProfitLine's Proprietary Software will not be shipped, transferred or exported into any country or used in any manner prohibited by the United States Export Administration Act or any other export law, restrictions or regulations.

2. Rights To Intellectual Property.

a. **Ownership.** Unless otherwise expressly set forth in this MSA or any applicable Services Addendum(s), ProfitLine (or its licensors) shall at all times own all right, title and interest in and to all code (both object code and source code), tools, routines, programs, designs, technology, ideas, processes, formulas, techniques, improvements, inventions and works of authorship, including, without limitation, related documentation ("Documentation") which were previously owned by or licensed to ProfitLine or which are made, developed, conceived or reduced to practice by ProfitLine in connection with this MSA and/or any applicable Services Addendum(s) and all Intellectual Property Rights (defined below) contained therein (collectively, the "ProfitLine IP").

i. Notwithstanding the foregoing, Client shall own all Intellectual Property (defined below) furnished to ProfitLine by Client hereunder, and any Client data generated via the ProfitLine IP (the "Client IP"). For purposes of this MSA, "Intellectual Property" or "Intellectual Property Rights" collectively means any and all patents, patent registrations, patent applications, business processes, copyrights, data rights, trademarks, trade names, service marks, service names, trade secrets, mask works, moral rights, know-how or any other similar right arising or enforceable under the laws of the United States, any other jurisdiction, or bilateral or multi-lateral treaty regime.

3. **Subcontractors.** ProfitLine may have portions of the services provided under the Services Addendum(s) performed by its subcontractors. ProfitLine shall remain responsible for the services performed by any subcontractors it utilizes.

4. Confidentiality & Non-disclosure.

a. **Confidential Information.** It is expected that the parties will disclose to each other certain confidential information ("Confidential Information") and each party recognizes the value and importance of the protection of the other's Confidential Information. All Confidential Information of one party (the "Disclosing Party") that is disclosed to the other party (the "Recipient") shall remain the sole property of the Disclosing Party (or its licensors), which shall own all rights, including without limitation intellectual property rights, title, and interest, in and to such Confidential Information. Information which is marked as "Confidential", "Proprietary" or a similar

mark, is identified as confidential at the time of disclosure, or which a reasonable, prudent business person would consider to be confidential or proprietary because of the nature of the disclosure or the type of information disclosed, shall be deemed Confidential Information hereunder. Without diminishing the generality of the previous sentence: (i) Client's expenses and methods of doing business shall be deemed to be Client's Confidential Information; and (ii) the terms of this MSA, ProfitLine's forms, agreements, ProfitLine's Proprietary Software, and methods of operation shall be deemed ProfitLine's Confidential Information.

b. **Non-disclosure.** The parties shall hold in confidence and not disclose (except on a confidential basis to its employees, agents, consultants or subcontractors who need to know in connection with the services contemplated under this MSA and any Services Addendum(s) executed by the parties) information received from the other party in the same manner it holds in confidence its own confidential information of a similar nature and value (but in no event less than reasonable care), and shall not use any such confidential information except for purposes contemplated by this MSA. The parties shall take appropriate action by instruction or agreement with its employees, agents, consultants and subcontractors to satisfy its obligations under this Section and each shall be responsible for any breach of this Section by its employees, agents, consultants or subcontractors.

c. **Exceptions.** The Recipient shall not be required to treat as Confidential Information any information that the Recipient can demonstrate by competent written proof; (i) was in Recipient's possession or known to it prior to receipt from the Disclosing Party; (ii) was publicly available at the time of receipt or later becomes publicly available through no act or omission of Recipient; (iii) was or later becomes lawfully available to Recipient from a source other than the Disclosing Party and such source was not under any obligation of confidentiality or nondisclosure; or (iv) was or is developed by Recipient independent of the disclosure of Confidential Information. In the event the Recipient is required by law or regulation to disclose Disclosing Party's Confidential Information, the Recipient shall promptly notify the Disclosing Party to enable that party to assert whatever exclusions or exemptions that may be available to it under such law or regulation. In the event disclosure is required, Recipient will disclose only that portion of the Confidential Information required

by such law or regulation to be disclosed and not withstanding such disclosure, will continue to treat such information as Confidential Information for all other purposes under this MSA or Services Addendum.

5. Limited Warranty and Disclaimer.

a. **Limited Services Warranty.** ProfitLine warrants that the services provided by ProfitLine under this MSA and any Services Addendum(s) shall be performed in a workmanlike manner. ProfitLine's sole liability, and Client's sole and exclusive remedy for a breach by ProfitLine of the foregoing limited warranty shall be for ProfitLine to re-perform the service giving rise to such breach at no additional charge to Client.

b. **Limited Software Warranty.** ProfitLine warrants that ProfitLine's Proprietary Software will substantially conform to the published functional specifications provided by ProfitLine when ProfitLine's Proprietary Software is given normal, proper and intended usage in compliance with any user manuals or other written instructions for use provided by ProfitLine. In the event that ProfitLine's Proprietary Software should fail to so conform during the License Term, ProfitLine will investigate and use commercially reasonable efforts to remedy such nonconformance.

c. **Disclaimer.** EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN SECTION 8a AND 8b, TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW: (A) ALL SERVICES AND SOFTWARE PROVIDED BY PROFITLINE UNDER THIS MSA OR ANY SERVICE ADDENDUM(S) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY; AND (B) PROFITLINE EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND ANY OTHER WARRANTY THAT MIGHT ARISE FROM COURSE OF DEALING OR USAGE OF TRADE REGARDING THE SERVICES OR SOFTWARE OR THIS MSA. ProfitLine does not warrant that the functions contained in ProfitLine's Proprietary Software will meet Client's requirements or that the operation of ProfitLine's Proprietary Software will be uninterrupted or error-free.

6. Limitation of Liability. EXCEPT FOR ANY BREACH OF SECTION 2 – USE OF PROPRIETARY SOFTWARE, OR AN INTENTIONAL, WILLFUL BREACH BY A PARTY OF SECTION 7 – CONFIDENTIALITY & NON-DISCLOSURE: (A) IN NO CASE SHALL EITHER PARTY'S MAXIMUM LIABILITY ARISING OUT OF THIS MSA AND/OR SERVICE ADDENDUM(S), WHETHER BASED UPON WARRANTY, CONTRACT, NEGLIGENCE, STRICT LIABILITY, INDEMNIFICATION OR OTHERWISE, EXCEED, IN THE AGGREGATE, THE ACTUAL AMOUNTS PAID OR PAYABLE BY CLIENT UNDER EACH SERVICE ADDENDUM FOR THE PRECEDING TWELVE (12) MONTH PERIOD; AND, (B) IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR: (i) INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF OPPORTUNITIES, LOSS OF DATA, OR LOSS OF USE DAMAGES, ARISING OUT OF THIS MSA OR ANY SERVICES ADDENDUM, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (ii) DAMAGES RELATING TO ANY CLAIM THAT AROSE MORE THAN ONE (1) YEAR PRIOR TO THE INSTITUTION OF SUIT THEREON.

7. Assignment. Neither this MSA nor any Services Addendum(s) executed thereunder may be assigned by any party without the prior written consent of the other party; except that such consent shall not be required for an assignment to a third party in connection with any merger, acquisition, consolidation, reorganization, change of control of or by the assigning party, the sale of all, substantially all or a majority of such party's assets or voting securities, or an assignment of the right to receive payment, provided such payment assignment does not impose additional obligations on the non-assigning party. Each permitted assignee hereunder must agree in writing to be bound by the terms of this MSA.

8. Severability. If any term of this MSA or any Services Addendum(s) is found by a court of competent jurisdiction to be illegal, invalid or otherwise unenforceable, such term or provision shall not affect the other terms and provisions hereof or the whole of this MSA or Services Addendum(s), but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving the

fullest permissible extent of the intent and the agreements of the parties.

15. Indemnification; Insurance.

a. **Indemnification.** Each party (the "Indemnifying Party") shall indemnify and hold the other party (the "Indemnified Party") harmless from and against any suits, claims, demands, or other causes of action (each a "Claim") brought by a third party against the Indemnified Party, and shall pay any and all liabilities, losses, damages, costs and expenses (including reasonable attorney's fees) (collectively, "Losses") suffered or incurred by the Indemnified Party in connection with such Claims to the extent such Losses arise out of the Indemnifying Party's negligence or performance under this MSA or any Services Addendum. The foregoing indemnification obligation shall be conditioned upon the Indemnified Party: (i) providing the Indemnifying Party with prompt written notice of each Claim; and, (ii) allowing the Indemnifying Party to control the defense and settlement of such Claim, except that no settlement which imposes liability on the Indemnified Party, or affects the rights of the Indemnified Party may be entered into without the Indemnified Party's prior written consent.

b. **Insurance.** Each party shall maintain public liability, property damage and worker's compensation insurance at industry standard levels of protection.

16. Miscellaneous.

a. **Independent Contractor.** ProfitLine shall perform all services under this MSA and any Services Addendum(s) as an independent contractor of Client, and nothing in this MSA or Services Addendum(s) shall be deemed or construed to create any employment, franchise, joint venture, partnership or agency relationship between the parties for any purpose.

b. **Survival.** Any payment obligation of a party, and the terms and conditions of Sections 1c, 2, 4, 5, 6, 8, 15 and 16 shall survive the expiration or earlier termination of this MSA for any reason.

c. **Remedies Cumulative.** Except as expressly provided to the contrary in this MSA or any Services Addendum(s), the remedies of the parties under this MSA or any Services Addendum(s) are cumulative and shall not exclude

any other remedies to which the parties may be lawfully entitled.

d. **Binding Effect.** This MSA and any Services Addendum(s) shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

e. **Press Release.** ProfitLine shall have the right to include Client as a reference and to display Client's logo to further the development of other opportunities, including press releases, upon Client's prior written approval.

f. **Force Majeure.** Other than payments to be made by Client under this MSA, neither party shall be liable to the other for any failure of performance or equipment due to causes beyond such party's reasonable control, including but not limited to acts of God, explosion, fire, flood, earthquake or other catastrophes; any law, order, regulation, direction, action or request of any governmental agency, or any civil or military authority; power or other utility failures; national or local emergencies; or insurrections, riots, wars and acts of the public enemy.

SCHEDULE B – PROFITLINE TLM SERVICES ADDENDUM

1. **Purpose.** The purpose of this Addendum is to define the services ProfitLine will perform on behalf of Client, as more fully described herein.

2. **Incorporation of Terms of MSA.** This Addendum is made subject to the terms of the MSA, the applicable terms of which are hereby incorporated by reference and made a part of this Addendum. In the event of a conflict between the language of this Addendum and the MSA, the terms of the MSA shall control.

3. **Definitions.** Unless otherwise defined herein or in the MSA, all capitalized terms shall have the following meanings ascribed to them:

a. **Accounts Payable Report ("APR").** ProfitLine's report to Client containing the information necessary to enter Vendor Invoice(s) and/or process payments into Client's accounting system, including all Vendor Invoices received, processed and approved for payment during the previous cycle, and all Client Coding necessary for accounting and internal chargeback purposes.

b. *Charges.* The amounts that appear on a Client's Vendor Invoices designated for payment by ProfitLine pursuant to this Addendum.

c. *Claim.* A request made to Vendor by ProfitLine on behalf of Client to correct an overcharge and issue a refund, credit or reimbursement for past charges, or a reduction of current or future charges, on Client's Vendor Invoices.

d. *Code or Coding.* Client defined fields used to associate each Line in Client's Vendor Invoices with accounts payable, general ledger, and/or telecom reporting requirements.

e. *Contract Summary Worksheet ("CSW").* A summary of an agreement between Client and a Vendor that contains data relevant to the audit and review of Client's monthly Vendor Invoices.

f. *Conversion Period.* Conversion shall be defined as the period required after termination of this Addendum to convert all Vendor Invoices back to Client.

g. *Client Status Report and Recommendations ("CSRR").* The CSRR is a compilation of all Claims ProfitLine has filed with Vendors for potential TLM Savings on behalf of Client. The CSRR includes the date the Claim was filed, the TLM Savings estimate, and the status of resolution of the Claim.

h. *Data Transfer File.* An electronic file provided in a format requested and specified by Client, and agreed upon by ProfitLine, that is typically used for direct upload of Vendor Invoice data into Client's general ledger system.

i. *DirectPay Account.* A deposit account with a national banking institution selected by ProfitLine, that ProfitLine will open and maintain on behalf of Client to pay all Vendor Invoices in accordance with Section 5(b)(iii) and 5(c) below.

j. *Fees.* The amounts set forth in Section 8 that Client owes to ProfitLine for the services rendered hereunder.

k. *Funding Request.* ProfitLine's report to Client summarizing all Charges and Fees approved during the previous processing cycle.

l. *Implementation Phase.* The period from the date of executing this Addendum through the

Vendor Invoice Cutover Date in which ProfitLine will work with Client to implement ProfitLine's services defined herein.

m. *Implementation Plan.* A document provided to Client by ProfitLine during the Implementation Phase that details the steps required to establish the services ProfitLine will provide under this Addendum, including estimated timelines for the Vendor Invoice Cutover Date.

n. *Request for Information ("IRFI").* A document attached as Exhibit "A" that outlines the information Client is required to provide to ProfitLine and the timeframes within which ProfitLine expects to receive the information to begin the Implementation Phase.

o. *Letter of Authorization.* A letter on Client letterhead, signed by an authorized Client representative, which authorizes ProfitLine to contact and negotiate with Vendors on behalf of Client, including all applicable subsidiaries, divisions and locations for which services are provided under this Addendum. A copy of the Letter of Authorization is attached as Exhibit "C".

p. *Line.* The lowest billing element on a Vendor Invoice. This includes, but is not limited to, a billing telephone number, working telephone number, circuit ID number, user name, or location description as provided by Vendor on the Vendor Invoice.

q. *Master Account List ("MAL").* The MAL is the database created by Client and ProfitLine, which includes both Vendor Invoice-defined and Client-defined Codes and the data necessary to process and pay Client's Vendor Invoices and provide the necessary reports to Client.

r. *Master Database.* The data from the MAL which is integrated into ProfitLine's Proprietary Software, and becomes the reference from which all subsequent Vendor Invoice data is validated against. The Master Database is updated routinely by ProfitLine and Client as new Lines are added and deleted and Client Coding is changed.

s. *Master Inventory.* The summarization of accounts provided to ProfitLine for implementation of ProfitLine's services. The Master Inventory includes the Vendor Invoice-defined fields, which identify all accounts for billing purposes.

- t. *Master Vendor Account.* The Vendor Account tied to the Client's primary Vendor master contract for each type of service (i.e. long distance, data, local, wireless, etc.). This is the Primary Interexchange Carrier ("PIC") account to which all like services will be placed/converted for billing purposes.
- u. *TLM Savings.* Any refunds, credits or reimbursements of past charges, or any reduction of current or future charges, on Client's Vendor Invoices, dated on or after the Effective Date of this Addendum, that ProfitLine obtains on behalf of Client, including those Claims that are still in process with Vendor at the end of the Term.
- v. *Telecom Management Reports.* Standard reports prepared by ProfitLine and delivered to Client, either weekly or monthly, that detail Client's telecommunications expenses by Client's designated Coding breakdown (associated to Client's particular department Code, cost center Code, location Code or other unique Code).
- w. *Vendor.* Any third-party company that provides telecommunications services to Client.
- x. *Vendor Invoice.* Client's monthly recurring bills or invoices (excluding partial bills or invoices) from telecommunications Vendors that ProfitLine will process as part of this Addendum and obtain in a format agreed to between ProfitLine and Vendor. *Bills and invoices related to residential services or accounts, in the name or social security number of individual employees, are excluded from this definition and not included in the scope of this Addendum.*
- y. *Vendor Invoice Cutover Date.* The date from which all Charges subject to ProfitLine's services hereunder shall be processed and reported by ProfitLine on behalf of Client. The Vendor Invoice Cutover Date shall designate the completion of the Implementation Phase of this Addendum.

5. ProfitLine Responsibilities. In performing the services contemplated under this Addendum, ProfitLine shall be responsible for the following:

- a. *General.* ProfitLine will provide implementation support and ongoing services to Client to receive, validate, code for chargeback and, upon receipt of Client funding of the DirectPay Account, pay all Vendor Invoices. ProfitLine will then deliver reports to Client as specified herein and

a Data Transfer File to upload chargeback information into Client's general ledger system. ProfitLine will make its proprietary, Internet accessible software, MyTelcoManager, available to Client subject to the terms in the MSA and this Addendum. This Telecom Lifecycle Management Addendum allows for one instance of the following items:

- i. MyTelcoManager Implementation Phase
- ii. Master Database
- iii. General ledger Coding structure
- iv. Data Transfer File
- v. Standard set of Telecom Management Reports, including the Funding Request
- vi. DirectPay Account

b. *Implementation Phase Process.* Upon receipt of Client's Vendor Invoices and the information requested in the IRFI, ProfitLine will prepare a complete Master Inventory. General ledger account Coding requirements will be documented into the system, and Data Transfer File formats will be programmed and reviewed with Client. ProfitLine will create a CSW and provide the MAL for Client to insert Coding.

i. *Master Inventory Creation.* ProfitLine will prepare a Master Inventory of all monthly recurring Vendor Invoices received from Client. The Master Inventory will include the following fields, which will be prepared as listed on the Vendor Invoice: Vendor Name, Master Account Number, Account Number, Client's previous billing address and statement date. The Master Inventory is provided to Client for validation prior to generation of the MAL. Acceptance of the Master Inventory initiates the commencement of invoice billing address changes, summarization of billing, and creation of the MAL. Subsequent addition of Vendor Invoices to the Master Inventory, in excess of 10% in a two month period of time, including but not limited to overlooked Vendor Invoices, Client's acquisition of new businesses or Client requested phased implementations, shall be considered separate and distinct implementations from the initial Implementation Phase described herein and subject to additional project fees under Section 8(c) *Special Handling, Special Projects & Custom Modifications.*

ii. *MAL Creation.* Client will provide appropriate Coding relationships for each Line in the MAL. Only that information listed on Client's Vendor Invoices will be entered directly in the MAL by ProfitLine. Additional Client-defined Codes may be

added at Client's request and may be subject to additional charges. ProfitLine will provide the MAL for Client approval prior to the Vendor Invoice Cutover Date. Upon presentation of the MAL to Client, Client may make additional edits or updates to develop an acceptable MAL for download into the Master Database. The MAL creation process creates critical correlations between telecommunications services and Client general ledger Codes or other Client-defined fields. Subsequent modifications to this structure may be charged separately under Section 8(c) *Special Handling, Special Projects & Custom Modifications*.

As defined below, the respective parties will enter the Vendor data directly into the MAL, which will include the following fields:

- ProfitLine provided fields (from Vendor Invoices): Vendor Name, Master Account Number, Account Number, SubAccount number, Line number and Client's previous billing address.

- Client provided fields: General Ledger Coding, Circuit ID numbers, service location, Employee ID number (where applicable), and other Client-defined Coding. The MAL does not include non-invoiced circuit ID's or WTN's, location information, or the correlation of BTN's to those items not listed on a Vendor Invoice. If the Client desires this information, it is not part of the scope of this Addendum but can be added by Client into the MAL for an additional charge by ProfitLine under a separate scope of work.

- The Client provided Coding for each Line is necessary to process Vendor Invoices. If proper Coding is not provided to ProfitLine during the Implementation Phase or thereafter when new Lines are added, ProfitLine will insert temporary GL account Codes. Client is required to provide this "temporary" Code during the Implementation Phase and to ensure that Client's GL system will accept this temporary Code.

- Additional Client-defined Codes may be added at Client's request and may be subject to additional charges. The MAL is created in a database format and provided to Client for review and approval prior to completion of the Implementation Phase.

iii. *DirectPay Account Set Up.* ProfitLine will establish a DirectPay Account to fund all Client payments required herein. The terms that govern

such DirectPay Account shall include the following: (a) the Client is, at all times, the owner of all sums deposited by Client in such DirectPay Account; and (b) ProfitLine may only withdraw such sums for use as set forth in Section 5(c) below. At no time shall the sums deposited by Client be deemed an asset of ProfitLine, and ProfitLine's financial statements shall not include such sums as assets of ProfitLine.

iv. *Billing Address Conversion.* ProfitLine will assist Client in converting the billing addresses of all Vendor Invoices to ProfitLine's designated billing address, which will be provided to Client during the Implementation Phase. Client will sign a Letter of Authorization for each Vendor ProfitLine will process under this Addendum. Upon receipt of an executed Letter of Authorization from Client and Client's written approval of the Master Inventory, ProfitLine will request the appropriate billing address changes and follow up with Vendors until the billing address conversion is complete. Until the Vendor Invoice billing addresses have been changed by the Vendor, Client will forward to ProfitLine, via overnight mail, all Vendor Invoices it receives directly from Vendor within two (2) business days of receipt. ProfitLine will not be responsible for disconnection of Vendor services or any late fees or other service charges that occur as a result of Client's failure to forward Vendor Invoices to ProfitLine via overnight mail within two (2) business days of receipt or Vendor's failure to change a Vendor Invoice billing address.

v. *Implementation Completion Guarantee.* ProfitLine shall perform its proprietary processes which are designed to guarantee that it will complete the Implementation Phase within sixty (60) days of the first day of the month following the Effective Date of this Addendum, subject to Client's full and timely compliance with the deliverables and time intervals identified in the Implementation Timeline attached hereto as Exhibit "B". In the event Client is in full and timely compliance with the tasks and time intervals identified in the Implementation Timeline, and ProfitLine does not complete the Implementation Phase within sixty (60) days of the first day of the month following the Effective Date of this Addendum, then ProfitLine will waive the Ongoing Service Fee beginning sixty one (61) days from the first day of the month following the Effective Date of this Addendum until the completion of such Implementation Phase, at which time the Ongoing Service Fee will continue. In the event Client is not in full and timely compliance with the deliverables and time intervals identified in the Implementation

Timeline, ProfitLine's Implementation Completion Guarantee is void.

vi. *Completion of Implementation Phase.*

The Vendor Invoice Cutover Date is the date the Implementation Phase will be considered complete.

c. *Payment of Client Vendor Invoices Via DirectPay.* Client shall fund the DirectPay Account based upon the Funding Request provided by ProfitLine. Upon receipt of sufficient funds to pay Client's Vendor Invoices and ProfitLine's Fees, ProfitLine shall directly pay all Vendor Invoices subject to this Addendum.

i. *DirectPay Account Management.*

ProfitLine shall have the authority to withdraw funds from the DirectPay Account for payment based on the approved Funding Request. All sums deposited by Client into the DirectPay Account shall be held for the benefit of Client and shall be applied to payment of Charges, Fees, and unpaid balances on Vendor Invoices which were incurred prior to the Vendor Invoice Cutover Date, and for no other purpose without Client's prior written consent.

ii. *Payment Obligations Of ProfitLine.*

Provided Client has deposited sufficient funds into the DirectPay Account to pay the outstanding Charges and Fees, ProfitLine will pay all Vendor Invoices from the DirectPay Account by check, draft, Automated Clearing House ("ACH") funds transfer, electronic wire funds transfer, or such other means as may be agreed between Vendor and ProfitLine. ProfitLine shall use commercially reasonable efforts to distribute funds to Vendors upon receipt of Client's deposit into the DirectPay Account within three (3) business days of receipt of notification by bank of good Client funds. ProfitLine shall be entitled to pay all Vendor Invoices based upon the approved Funding Request, unless otherwise directed by Client. In no event shall ProfitLine be responsible for overpayments or inaccurate payments made to Vendors if Client previously approved the Funding Request and a stop payment instruction is received on or after the day funds are transferred to Vendors.

iii. *Distribution of Funds.* Upon termination of this Addendum, any money deposited into the DirectPay Account shall be distributed in the following order: First, to the payment of all Fees due to ProfitLine; Second, to the payment in whole or part of the Charges; and Third, to the Client, or Client's designee.

iv. *Service Continuity Fund.* Within thirty (30) days of the Effective Date of this Addendum, Client shall deposit into the DirectPay account the amount of Five Thousand Dollars (\$5,000) to be used for the sole benefit of Client, to provide for continuation of existing telecommunication services or re-establish telecommunication services. ProfitLine will provide monthly reconciliation reports on any disbursements from these funds. ProfitLine will request replenishment, when required, via the Funding Request.

d. *Audit Services.* ProfitLine shall use commercially reasonable efforts to audit all telecommunications Vendor Invoices billed to Client in an effort to realize TLM Savings on behalf of Client. While ProfitLine will use reasonable diligence in the completion of its routine audit procedures, it does not guarantee 100% accuracy. However, in those cases when a Vendor Invoice error is not accounted for promptly but is ultimately discovered, ProfitLine will attempt to obtain a correction from the Vendor, back to the date of the original Vendor Invoice error. ProfitLine's routine audit procedure includes:

- Validate account ownership
- Validate proper service existence
- Verify charges & discounts match Vendor Invoice
- Review and report maximum variances
- Verify PIC
- Request PIC changes direct with Vendors
- Track and report Vendor claims
- Verify missing Vendor Invoices
- Analyze for abuse, misuse, & fraud
- Verify rates, charges and discounts
- Prepare Contract Compliance/Variance Report
- Prepare & post Vendor claim forms
- Review accounts for optimization opportunities

i. *Vendor Invoice Error Resolution.* ProfitLine will research, review, dispute, and track potential billing errors, and represent Client as its authorized agent with all identified Vendors.

ii. *Submit Claims to Vendors.* ProfitLine will send written Claims to Vendors, (including all reasonable and necessary documentation supporting such Claim) to identify and recover any TLM Savings for Client.

iii. *Handling of Claims Through Resolution.*

During the Term of this Addendum, ProfitLine will handle all applicable Claims through final resolution with Vendor. Upon expiration of this Addendum, ProfitLine will continue to handle all applicable Claims filed with Vendors on or before the expiration through final resolution or for six (6) months after expiration, whichever is less. Claims resolved after expiration of this Addendum will be considered TLM Savings.

iv. *Report on Claim Status.* ProfitLine will provide Client with a CSRR beginning when the first Claim is filed with a Vendor. The CSRR will be updated with all new Claims and changes to the status of any Claim within 48 hours of the new or changed Claim. The CSRR will be available to Client through MyTelcoManager.

v. *PIC Changes.* ProfitLine will work with Vendors to verify that the proper PIC to Client's Master Vendor Account is obtained. Where Client requires "back up" Vendors for redundancy purposes, Client will notify ProfitLine in writing of any PIC freeze request. All others will be transferred to the Master Vendor Account PIC.

vi. *Vendor Invoice Consolidation.* ProfitLine is authorized by Client to perform billing address changes, billing contact changes, confirmation of Vendor Invoice adds, moves, changes and disconnects, convert Vendor Invoices to electronic media, work with Vendor to receive Vendor Invoices in electronic format acceptable to ProfitLine, and consolidate all Vendor Invoices on to the best available media of ProfitLine's choice.

vii. *Contract Negotiations Not Included.* Client understands and agrees that renegotiations of Vendor rates, terms, and contracts are not included in the scope of this Addendum. Such contract negotiation services may be available to Client from ProfitLine through a separate Contract Negotiation Addendum scope of work document.

e. *Creation & Delivery of Telecom Management Reports.* ProfitLine shall provide a standard suite of weekly, monthly, and general (i.e. without timelines) reports, as follows:

i. *Weekly Reports.* Funding Request, Telecom Report, Account Variance Report, Raw Data File, AP Itemization of Accounts, Data Transfer File

ii. *Monthly Reports.* Monthly Telecom Summary Report, Three Month Trend by Vendor Report, Accrual Report, Three Month Summary by Location Report, Vendors By Location

iii. *Quarterly Reports.* Contract Compliance Check, Local Optimization Recommendations, Wireless Contract Compliance and Optimization, Client Report Card.

f. *Client Representation with Vendors.* ProfitLine shall represent Client in discussions with Vendors in order to perform the services outlined in this Addendum.

6. Client Responsibilities. In order for ProfitLine to meet its obligations and effectively perform the services contemplated under this Addendum, Client must provide and shall be responsible for the following:

a. *Reasonable Assistance.* Client shall reasonably assist ProfitLine with its performance under this Addendum, including providing any and all information reasonably necessary for ProfitLine to perform the services discussed herein. Client will appoint an Implementation Project Manager who will act as the day-to-day contact for ProfitLine during the Implementation Phase. Client shall assist ProfitLine with accessing Client's public and private property as required for ProfitLine to perform under this Addendum at a mutually convenient time upon reasonable prior notice. Client shall give prompt written notice to ProfitLine whenever Client observes or otherwise becomes aware of any development that affects the Addendum, timing, or the performance of the services by ProfitLine. In addition, Client will provide ProfitLine with full and complete copies of all information requested in the RFI and by the timeframes stated in in the RFI.

b. *Creation of the Master Inventory and MAL.* Client will provide ProfitLine copies of all Vendor Invoices within the timeframe defined complete the Master Inventory. Subsequent addition of Vendor Invoices to the Master Inventory, in excess of 10% in a two month period of time, including but not limited to Vendor Invoices overlooked during the Implementation Phase, Client's acquisition of new businesses or Client requested phased implementations, shall be considered separate and distinct implementations from the initial Implementation Phase described herein and subject to additional project fees under Section 8(c) *Special Handling, Special Projects & Custom Modifications.*

i. Client will also provide ProfitLine the assistance and information necessary to create the MAL during the Implementation Phase. Only those Lines that can be captured from a Vendor Invoice are built into the database. No additional auditing against Vendor records or physical verification is performed.

c. *Resolution of Account Balances Upon Initiation of Services.* All Vendor Invoices dated prior to the Vendor Invoice Cutover Date remain the responsibility of Client. Client has the sole and exclusive responsibility to investigate, reconcile and pay all balances that exist on its accounts prior to the Vendor Invoice Cutover Date (or, in the event of services added to the Addendum after the Vendor Invoice Cutover Date, the date in which ProfitLine begins management of such Client services). Non-payment of these previous balances by Client may lead to disconnection of services by the Vendor which may have serious consequences to Client. Client agrees to authorize and fund payment of all previous balances that remain outstanding on the third billing cycle after the Vendor Invoice Cutover Date, or the third billing cycle after the Vendor Invoice is first processed by ProfitLine, as appropriate. Client's failure to authorize and fund payment of all balances, Fees and Charges represents a full assumption of the risks associated with disconnection of Vendor services and all late fees and service charges that Vendor may assess.

d. *DirectPay Account.* Client shall deposit funds, by ACH funds transfer or electronic wire transfer, into the DirectPay Account in the amounts and at the times required by the Funding Request. Client agrees to deposit sufficient funds into the DirectPay Account within three (3) business days of delivery of the Funding Request to MyTelcoManager. Client's failure to deposit funds into the DirectPay Account within three (3) business days of delivery of the Funding Request to MyTelcoManager; (i) represents a full assumption of the risks associated with disconnection of Vendor services and all late fees and service charges that Vendor may assess and (ii) shall subject Client to a surcharge of 25% of one month's Ongoing Service Fee, not as a penalty but as a liquidated remedy to cover the additional administrative work imposed upon ProfitLine to address late notices, Vendor calls, disconnects, etc.

e. *Client's Designated Representative.* Client shall identify, in writing, one person to act as its designated representative with respect to the

services ProfitLine will render under this Addendum. Client will provide this Designated Representative during the Implementation Phase and notify ProfitLine in writing within three (3) business days of a change thereafter.

f. *Authorize Vendor Contact.* Client shall take all actions reasonably necessary to enable ProfitLine to contact any and all new or existing Vendors on behalf of Client related to ProfitLine's performance under this Addendum. Client authorizes ProfitLine to speak on behalf of Client; provided however, that ProfitLine shall not be authorized to bind Client to any agreement without Client's consent.

g. *Billing Address Changes and Vendor Invoice Deconsolidations.* After Vendor Invoice addresses have been changed to ProfitLine, Client will not change addresses or deconsolidate any Vendor Invoice. In the event that Client does change an address or deconsolidate a Vendor Invoice without notification to ProfitLine, whether deliberate or inadvertent, Client will either change the address back to the correct billing address and/or re-consolidate the Vendor Invoice, or ProfitLine will do so at the rate of \$50 per Vendor Invoice.

7. Miscellaneous

a. *Limitation of Liability For Missed Payments.* In the event ProfitLine, solely as a result of its own fault, fails to timely pay a Vendor Invoice it is responsible to pay under this Addendum, ProfitLine agrees to pay any late charges, penalties or interest which is payable by Client to the Vendor as a result of ProfitLine's missed payment. Client agrees that if Client fails to deposit sufficient funds into the DirectPay Account within the timeframe required in Section 6(d) above, Client shall be fully responsible for any and all late charges, penalties or interest assessed by Vendors. The parties agree that this section sets forth ProfitLine's sole liability and Client's sole and exclusive remedy for ProfitLine's failure to make a timely payment on Client's behalf. Without limiting the generality of the foregoing, or the limitations of liability as set forth in the MSA, ProfitLine shall not be liable for: (i) any indirect, exemplary, consequential, special or incidental damages incurred by Client as a result of a missed or delayed payment; or, (ii) any losses or damages whatsoever to the extent such losses or damages result from Client's failure to perform its responsibilities as set forth in this Addendum.

b. *Record Retention.* Vendor Invoices will be retained by ProfitLine for thirty (30) days, after which they will be destroyed. If ProfitLine is processing paper Vendor invoices, scanned images of these paper Vendor Invoices will be posted weekly to MyTelcoManager, where they will be viewable for thirteen (13) months from posting.

c. *Vendor Invoice Copies Direct to Client.* If Client desires to continue to receive a Vendor Invoice on a regular basis, Client will arrange for a copy of the Vendor Invoice to come directly from the Vendor and will be responsible for the associated Vendor costs.

d. *Moves, Adds, Changes & Disconnects.* Client will inform ProfitLine of all moves, changes or disconnects through the Inventory Management interface of MyTelcoManager. Client will notify ProfitLine of all new Vendor Lines or services within 7 calendar days of placing the order with the Vendor and Client will order all new Lines under the Master Vendor Account, as defined in Section 4(s) above. When ordering new services Client will instruct Vendor to use the ProfitLine billing address provided to Client during the Implementation Phase, or such other ProfitLine mailing address the parties agree to thereafter. Client's failure to order new services with the correct ProfitLine billing address represents a full assumption of the risks associated with disconnection of Vendor services and all late fees and service charges. Client will also be responsible for correcting the billing address with the Vendor, or ProfitLine will do so at the rate of \$50 per Vendor Invoice.

e. *Short Pays.* As a matter of practice, ProfitLine does not short pay Vendor Invoices for billing disputes. If ProfitLine or Client disputes the charge on a Vendor Invoice, ProfitLine will pay the Vendor Invoice in full, promptly dispute the Charge with the Vendor and follow up with Vendor to resolve the dispute. Exceptions can be made for large or recurring disputes, upon written agreement of the parties. In the event Client requests and ProfitLine initiates a short pay to a Vendor, ProfitLine will not be liable for any late fees, disconnect fees or reinstatement fees, nor will ProfitLine be responsible for further reconciliation of the account.

***SCHEDULE C – PROFITLINE CONTRACT
ADMINISTRATION SERVICES
ADDENDUM***

1. **Purpose.** The purpose of this Addendum is for ProfitLine to assist Client with Vendor contract administration, to include ongoing management of all Vendor contract rates, terms and conditions, as more fully described herein.

2. **Definitions.** Unless otherwise defined herein or in the MSA, all capitalized terms shall have the following meanings ascribed to them:

a. *Telecom Vendor Services.* The local and long distance services, toll free services, voice and data circuits, calling cards, wireless phones, PDAs and pagers Client orders from its Vendors.

b. *Vendor.* Telecommunications service providers that provide Telecom Vendor Services to Client.

3. **Services.** ProfitLine will provide ongoing Vendor contract administration services throughout the term of this Addendum, including:

a. **Maintaining current copies of Client's Vendor contracts:** ProfitLine will maintain copies of all Client provided Vendor contracts and amendments and make the most recent versions readily available.

b. **Monitoring Vendor contract events and milestones:** ProfitLine will maintain a database of Vendor contract due dates including:

- Expiration dates
- Annual review dates
- Credit application dates (if applicable)
- Thresholds for additional discounts
- Notification deadlines to initiate Vendor contract options including:
 - Billing disputes
 - SLA credit claims
 - Service disconnects
 - Evoking of Vendor contract clauses (e.g. Business Downturn)

c. **Monitoring spend and preparing a quarterly Spend vs. Commitment Report:** ProfitLine will maintain a spreadsheet that tracks the Client's attainment of meeting its Vendor contract commitment spend levels and advise Client of strategies to address potential shortfall scenarios.

d. **Quarterly strategy meetings for dealing with Vendor contract related issues:** On a quarterly basis ProfitLine will provide guidance and strategy on Vendor contract related issues, including theoretical and practical strategies for achieving optimal pricing

and Vendor contract terms, methods for maximizing negotiating strength with Vendors, changes in the telecommunications industry that might impact Client's Vendor contracts, contractual impact of new services implementation, strategies for termination of services and contractual impact of new technology applications. This Addendum does not include benchmarking, contract terms and conditions recommendations or negotiation support, however ProfitLine will advise as to the value of each and make recommendations on whether any of these and other additional services are warranted.

4. Deliverables. ProfitLine will prepare a quarterly report in conjunction with a quarterly meeting, summarizing the items detailed in Section 5 above, and presented to Client in electronic format. The quarterly report will also include documentation of the strategic issues relevant to the Vendor contracts at the time of the meeting. The quarterly meeting will be held via teleconference or at ProfitLine's offices to review the report.

5. Disclaimer. ProfitLine's guidance and strategy is not intended as legal advice to Client and Client should seek the advice of independent legal counsel. Further, ProfitLine accepts no liability to Client for Client's implementation of any guidance or strategy recommendations provided hereunder.

SCHEDULE D – PROFITLINE CONTRACT ASSESSMENT SERVICES ADDENDUM

1. Purpose. The purpose of this Addendum is for ProfitLine to provide to Client an assessment report in paper and electronic format to provide benchmarks for competitive contract terms and conditions, current market opportunities and rates for telecommunications service(s) ("Benchmarking Report").

2. Work Scope. The assessment work scope shall consist of the following:

Kickoff Meeting – The parties will hold a project kickoff meeting within five (5) business days of the Effective Date of this Addendum. The kickoff meeting will include:

Introduce involved parties
Confirm requirements and scope
Develop project timeline and confirm due date of all Deliverables

Determine and schedule Benchmarking Report review meeting (approx. 4-6 weeks from kick-off)
Develop Benchmarking Report – ProfitLine will develop the Benchmarking Report as follows:

- i. **Contract Terms and Conditions**
Itemization of Client's existing contract terms and conditions with its voice and data communications vendors ("Vendor Contracts")
Itemization of best of breed contract terms and conditions
Commentary on relative importance of all contract terms and conditions
- ii. **Current Market Opportunities**
ProfitLine's opinion on the overall state of the telecom marketplace and where opportunities exist
ProfitLine's opinion on individual telecom service providers and where opportunities exist
- iii. **Rate Benchmarking**
Calculation and itemization of all client rates by service type
Calculation of costs to client based on typical monthly usage
Comparison of best in class rates to Client's existing rates based on the following criteria:
Compare contract rates within 10% of the Client's current annual commitment
Compare contract rates for same vendor as Client's current contract
Present best in class rates only

c. **Present Benchmarking Report & Recommendations:**

Incorporate results into final document and create recommendations on best of breed contract terms and conditions, market opportunities and contract rates
Meet via conference call to review Benchmarking Report findings and recommendations and answer Client questions

3. Deliverables. ProfitLine will provide the following deliverables in accordance with Section 3:

Project timeline and deliverable commitment dates
Benchmarking Report in bound form sent to client and electronic version emailed to primary contact at client site
Meeting held to review results and address Client questions

4. Client Responsibilities and Project Assumptions. The following Client responsibilities

and project assumptions are critical to ProfitLine's implementation of the services hereunder:

a. **Availability of Information.** Client agrees to provide all applicable Vendor Contracts to ProfitLine on or before the Kickoff Meeting. Client will also make available all other relevant documents, including but not limited to, the three most recent months of invoices for the services provided under each Vendor Contract. When such documents and Vendor Contracts are not made readily available, then ProfitLine, at its option, will make reasonable assumptions in order to facilitate its completion of the project.

b. **Availability of Client Personnel.** Client agrees to make personnel resources available to answer questions that may arise during the performance of this Addendum and will assign a primary contact person for this project who will have the ability and authority to coordinate any such access to personnel and documents.

c. **Project Scope.** ProfitLine's Fees and payment structure is based on the project scope described herein including the project timelines and schedule that ProfitLine establishes during the Kickoff Meeting. Any changes to the project scope must be agreed to by the parties and documented in a written change request signed by the parties.

d. **Contract Advise and Negotiations.** ProfitLine's services are not intended as legal advise and Client should seek the advise of independent legal counsel. Directed contract negotiations support which involves development of a contract negotiation strategy and acting as a support or lead negotiator is not included within the scope of the services described herein, but is available through a separate services addendum.

SCHEDULE E – PROFITLINE CONTRACT NEGOTIATION ADDENDUM

1. **Purpose.** The purpose of this Addendum is for ProfitLine to assist Client with the management of the contract negotiation process for voice and data telecommunications services as that process is further described below.

2. **Definitions.** The capitalized terms in this section shall have the following meanings:

a. **Contract Terms and Conditions Report.** A comprehensive summary of key industry

standard contract terms and conditions and all terms and conditions ProfitLine has identified in its previous contract negotiations.

b. **Final Savings Analysis Worksheet.** A report detailing the expected telecommunications services costs and projecting the Savings to Client over the lifetime of the new telecommunications services contract.

c. **Initial Review Analysis.** A spreadsheet detailing Client's currently billed rates for all voice and data communications services included in the Contract Review.

d. **Savings.** Any credits, reimbursements, chargebacks, lower rates or any other reduction in Client's Vendor Invoices that ProfitLine is able to negotiate through its efforts on behalf of Client. Savings may refer to reductions ProfitLine is able to negotiate on past Vendor Invoices as well as reductions to future Vendor Invoices. Savings may also include reductions in contract shortfall penalties negotiated by ProfitLine.

e. **Vendor Contract.** All contracts between Client and all voice and data communications Vendors included in the Addendum.

3. **Project Kick-Off.** ProfitLine will begin the project with a kick-off teleconference with the Client that will establish the project schedule and explain the ProfitLine negotiation process and deliverables as detailed below in Sections 5 through 11.

4. **Develop Business Case.** ProfitLine will develop a business case and strategy for identifying and reaching all target price points and optimal contract terms and conditions, in order of priority. ProfitLine will develop a negotiation strategy to achieve contract negotiation objectives based on its proprietary rate and terms & conditions database, as well as its industry experience.

5. **Analyze Existing Cost Factors.** ProfitLine will analyze three months of Client's billing activity for all voice and data services and develop the Initial Review Analysis. These cost factors will include the actual outbound and inbound toll-free rates, monthly recurring charges, call setup charges, enhanced routing surcharges, international charges by country called, data circuit charges, access charges, and other relevant charges.

6. Contract Database Search. ProfitLine will research recent Vendor Contract tariff filings and ProfitLine's proprietary contract database to evaluate the current market. The search will be narrowed down to include those agreements that are similar in volume, term, and usage profile to Client. This data will be used as the basis for developing the negotiating strategy for Client.

7. Identify Contract Terms and Conditions Priorities. ProfitLine will deliver a Contract Terms and Conditions Report to Client. ProfitLine will then work with Client and Client's counsel as required to prioritize the terms and conditions for purposes of negotiations. ProfitLine's services are not intended as legal advice and Client should seek the advice of independent legal counsel.

8. Contract Negotiations. ProfitLine will act as the focal point for all contract negotiations with Vendors. ProfitLine will make no commitments on behalf of Client without advance written authorization to do so. ProfitLine will have no authority to bind Client.

9. Final Savings Analysis Worksheet. Upon completion of contract negotiations, ProfitLine will provide Client with the Final Savings Analysis Worksheet, which will be completed in spreadsheet format.

10. Implementation Support. ProfitLine will verify Vendor compliance to the negotiated agreement. This will include verifying that Vendor properly updates their billing system to reflect the new rates. In the event that Vendor does not implement on the date agreed upon or they charge higher rates than agreed to, ProfitLine will work with Vendor to correct the problems, calculate the overcharges to Client, and request a credit for these overcharges.

11. Client Responsibilities and Project Assumptions. The following Client responsibilities and project assumptions are critical to ProfitLine's implementation of the services hereunder:

a. *Availability of Information.* ProfitLine expects Client to make available Vendor Contracts and other relevant documents and when such items are not made readily available, then ProfitLine, at its option, will make reasonable assumptions in order to facilitate its completion of the project.

b. *Availability of Client Personnel.* Client will provide access to appropriate Client personnel and will assign a primary contact person for this project

who will have the ability and authority to coordinate any such access to personnel and documents.

c. *Project Scope.* ProfitLine's Fees and payment structure is based on the project scope described herein including the project schedule that ProfitLine establishes during the Kick-Off phase. Any changes to the project scope must be agreed to by the parties and documented in a written change request signed by the parties.

SCHEDULE F – PROFITLINE RATE BENCHMARKING ADDENDUM

1. Purpose. The purpose of this Addendum is for ProfitLine to provide to Client a benchmarking report in paper and electronic format to provide competitive rate information for telecommunications service(s).

2. Work Scope. The benchmarking work scope shall consist of the following:

a. Kickoff Meeting – The parties will hold a project kickoff meeting within five (5) business days of the Effective Date of this Addendum. The kickoff meeting will include:

- Introduce involved parties
- Confirm requirements and scope
- Develop project timeline and confirm due date of all Deliverables
- Determine and schedule Rate Benchmarking Report review meeting (approx. 4-6 weeks from kick-off)

b. Develop Rate Benchmarking Report – ProfitLine will develop the Rate Benchmarking Report as follows:

- Calculation and itemization of all client rates by service type
- Calculation of costs to client based on typical monthly usage
- Comparison of best in class rates to Client's existing rates based on the following criteria:
 - Compare contract rates within 10% of the Client's current annual commitment
 - Compare contract rates for same vendor as Client's current contract
 - Present best in class rates only

c. Present Rate Benchmarking Report & Recommendations:

- Incorporate results into final document and create recommendations
- Meet via conference call to review Benchmarking Report findings and recommendations and answer Client questions.

3. **Deliverables.** ProfitLine will provide the following deliverables in accordance with Section 4:

- Project timeline and deliverable commitment dates
- Rate Benchmarking Report in bound form sent to client and electronic version emailed to primary contact at client site
- Meeting held to review results and address Client questions.

4. **Client Responsibilities and Project**

Assumptions. The following Client responsibilities and project assumptions are critical to ProfitLine's implementation of the services hereunder:

- Availability of Information.* Client agrees to provide all applicable Vendor Contracts to ProfitLine on or before the Kickoff Meeting. Client will also make available all other relevant documents, including but not limited to, the three most recent months of invoices for the services provided under each Vendor Contract. When such documents and Vendor Contracts are not made readily available, then ProfitLine, at its option, will make reasonable assumptions in order to facilitate its completion of the project.
- Availability of Client Personnel.* Client agrees to make personnel resources available to answer questions that may arise during the performance of this Addendum and will assign a primary contact person for this project who will have the ability and authority to coordinate any such access to personnel and documents.
- Project Scope.* ProfitLine's Fees and payment structure is based on the project scope described herein including the project timelines and schedule that ProfitLine establishes during the Kickoff Meeting. Any changes to the project scope must be agreed to by the parties and documented in a written change request signed by the parties.

- Contract Advise and Negotiations.* ProfitLine's services are not intended as legal advise and Client should seek the advise of independent legal counsel. Directed contract negotiations support which involves development of a contract negotiation strategy and acting as a support or lead negotiator is not included within the scope of the services described herein, but is available through a separate services addendum.

SCHEDULE G – PROFITLINE RFP SERVICES ADDENDUM

1. **Purpose.** The purpose of this Addendum is for ProfitLine to assist Client with the management of the RFP process for voice and data telecommunications services as more fully described herein.

2. **Definitions.** The capitalized terms in this section shall have the following meanings:

- Contract Terms and Conditions Report.* A comprehensive summary of key industry standard contract terms and conditions and all terms and conditions ProfitLine has identified in its previous contract negotiations.
- Final Savings Analysis Worksheet.* A report detailing the expected telecommunications services costs and projecting the Savings to Client over the lifetime of the new telecommunications services contract.
- Initial Review Analysis.* A spreadsheet detailing Client's currently billed rates for all voice and data communications services included in the RFP or Contract Review.
- Project Timeline.* The time required to complete each task identified in this Addendum and documented in the Project Plan.
- Project Plan.* A document that details the timeline, areas of responsibilities, and resources necessary to accomplish each task.
- Request For Proposal ("RFP").* A document defining Client's requirements for voice and data communications services from Vendors and requesting responses for specific pricing, terms and conditions.
- RFP Strategy Outline.* A document that clearly defines Client's strategic objectives

that will achieve the desired results for an RFP or Contract Review.

- h. *Savings.* Any credits, reimbursements, chargebacks, lower rates or any other reduction in Client's Vendor Invoices that ProfitLine is able to negotiate through its efforts on behalf of Client. Savings may refer to reductions ProfitLine is able to negotiate on past Vendor Invoices as well as reductions to future Vendor Invoices. Savings may also include reductions in contract shortfall penalties negotiated by ProfitLine.
- i. *Vendor Contract.* All contracts between Client and all voice and data communications Vendors included in the Addendum.
- j. *Vendor RFP Response Summary.* A summary report that compares criteria from each Vendor allowing for comparison of key price points, contract terms, technical issues, and other priorities from each Vendor's response.

3. Develop RFP Strategy Outline. ProfitLine will hold meetings with Client staff to develop the RFP Strategy Outline. This RFP Strategy Outline will be used as the basis for developing the RFP and the negotiating strategy to be used for the project.

4. Develop and Maintain Project Plan. The Project Plan will be developed and maintained by ProfitLine as a tool to keep the project on track and keep all involved parties informed of the status of the project. ProfitLine will keep Client advised at all times of any issues that may affect the adherence to the Project Timeline.

5. Analyze Existing Cost Factors. ProfitLine will analyze three months of Client's billing activity for all voice and data services and develop the Initial Review Analysis. These cost factors will include the actual outbound and inbound toll-free rates, monthly recurring charges, call setup charges, enhanced routing surcharges, international charges by country called, data circuit charges, access charges, and other relevant charges.

6. Contract Database Search. ProfitLine will research recent Vendor Contract tariff filings and ProfitLine's proprietary contract database to evaluate the current market. The search will be narrowed down to include those agreements that are similar in volume, term, and usage profile to

Client. This data will be used as the basis for developing the negotiating strategy for Client.

7. Prepare, Present, and Manage the RFP Process. ProfitLine will prepare the RFP for release to the selected Vendors. ProfitLine will be the point of contact for all RFP related issues including creation, distribution, answering questions, coordinating and managing all meetings and presentations, and summarizing responses. Most communications will be done electronically, via email and teleconference, but all Vendor presentations will be held at the facilities of Client. ProfitLine will summarize all responses via the Vendor RFP Response Summary.

8. Identify Contract Terms and Conditions Priorities. ProfitLine will deliver a Contract Terms and Conditions Report to Client. ProfitLine will then work with Client and Client's counsel as required to prioritize the terms and conditions for purposes of negotiations.

9. Contract Negotiations. ProfitLine will act as the focal point for all contract negotiations with Vendors. ProfitLine will make no commitments on behalf of Client without advance written authorization to do so. ProfitLine will have no authority to bind Client.

10. Final Savings Analysis Worksheet. Upon completion of contract negotiations, ProfitLine will provide Client with the Final Savings Analysis Worksheet, which will detail the Savings based on the negotiated rates and terms.

11. Implementation Support. ProfitLine will verify Vendor's compliance to the negotiated agreement. This will include verifying the new Client tariff is properly executed and filed with the FCC, if applicable, verifying that Client receives a copy of both the agreement and the actual tariff, as appropriate, and verifying that Vendor properly updates their billing system to reflect the new rates. In the event that Vendor does not implement on the date agreed upon or they charge higher rates than agreed to, ProfitLine will work with Vendor to correct the problems, calculate the overcharges to Client, and request a credit for these overcharges.

12. Client Responsibilities and Project Assumptions. The following Client responsibilities and project assumptions are critical to ProfitLine's implementation of the services hereunder:

- a. *Availability of Information.* Client will make available all relevant documents, including but not limited to, the Vendor Contracts. When such documents and Vendor Contracts are not made readily available, then ProfitLine, at its option, will make reasonable assumptions in order to facilitate its completion of the project.
- b. *Availability of Client Personnel.* Client agrees to make personnel resources available to answer questions that may arise during the performance of this Addendum and will assign a primary contact person for this project who will have the ability and authority to coordinate any such access to personnel and documents.
- c. *Project Scope.* ProfitLine's Fees and payment structure is based on the project scope described herein including the project timelines and schedule that ProfitLine establishes during the Kickoff Meeting. Any changes to the project scope must be agreed to by the parties and documented in a written change request signed by the parties.
- d. *Contract Advise and Negotiations.* ProfitLine's services are not intended as legal advise and Client should seek the advise of independent legal counsel.

***SCHEDULE H – PROFITLINE
HISTORICAL AUDIT SERVICES
ADDENDUM***

1. **Purpose.** The purpose of this Addendum is for ProfitLine to examine all monthly recurring telecommunications Vendor Invoices billed to Client in an effort to obtain Audit Savings on behalf of Client.
2. **Incorporation of Terms of MSA.** This Addendum is made subject to the terms of the MSA, the applicable terms of which are hereby incorporated by reference and made a part of this Addendum. In the event of conflict between the language of this Addendum and the MSA, the terms of the MSA shall control.
3. **Definitions.** The capitalized terms in this Section shall have the following meanings:
 - a. *Audit Savings.* Any refunds, credits or reimbursements of Charges on Client's Vendor Invoices dated prior to the Effective Date of this Addendum, that

- ProfitLine obtains on behalf of Client, including those Claims that are still in process with Vendor at the end of the Term.
- b. *Claim.* A request made to Vendor by ProfitLine on behalf of Client to correct an overcharge and issue a refund, credit or reimbursement for past charges, or a reduction of current or future charges, on Client's Vendor Invoices.
 - c. *Client Status Report and Recommendations ("CSRR").* The CSRR is a compilation of all Claims ProfitLine has filed with Vendors for potential Audit Savings on behalf of Client. The CSRR includes the date the Claim was filed, the Audit Savings estimate, and the status of resolution of the Claim.
 - d. *Implementation Phase.* The period from the Effective Date of this Addendum through ProfitLine's receipt of the items requested in the IRFI.
 - e. *Initial Request for Information ("IRFI").* A document attached as Exhibit "A" that outlines the information Client is required to provide to ProfitLine for ProfitLine to begin the services described in this Addendum.
 - f. *Letter of Authorization.* A letter on Client letterhead, signed by an authorized Client representative, which authorizes ProfitLine to contact and negotiate with Vendors on behalf of Client, including all applicable subsidiaries, divisions and locations for which services are provided under this Addendum. A copy of the Letter of Authorization is attached as Exhibit "B".
 - g. *Vendor.* Any third-party company that currently provides or potentially may provide telecommunications services to Client.
 - h. *Vendor Invoice.* Any and all bills or invoices for telecommunications services received from Client's Vendors that ProfitLine will examine as part of this Addendum.
4. **ProfitLine Responsibilities.** In performing the services contemplated under this Addendum, ProfitLine shall be responsible for the following:
 - a. *Audit Services.* ProfitLine shall use commercially reasonable efforts to audit

- all telecommunications Vendor Invoices billed to Client in an effort to realize Audit Savings on behalf of Client.
- b. *Vendor Invoice Error Resolution.* ProfitLine will research, review, dispute and track all potential billing errors, and represent Client as its authorized agent with all Vendors.
- c. *Submit Claims to Vendors.* ProfitLine will send written Claims to Vendors, (including all reasonable and necessary documentation supporting such Claim) to identify and recover any Audit Savings for Client.
- d. *Handling of Claims Through Resolution.* During the Term of this Addendum, ProfitLine will handle all Claims through final resolution with Vendor. Upon expiration of this Addendum, ProfitLine will continue to handle all Claims filed with Vendors on or before the expiration through final resolution or for six (6) months after expiration, whichever is less. Claims resolved after expiration of this Addendum will be considered Audit Savings.
- e. *Report on Claim Status.* ProfitLine will provide Client with a CSRR beginning when the first Claim is filed with a Vendor. The CSRR will be updated with all new Claims and changes to the status of any Claim within 48 hours of the new or changed Claim. The CSRR will be available to Client through ProfitLine's Proprietary Software, MyTelcoManager[®], via the Internet in accordance with the License Grant in the MSA.

5. Client Responsibilities. In order for ProfitLine to effectively perform the services contemplated under this Addendum, Client shall be responsible for the following:

- a. *Reasonable Assistance.* Client shall reasonably assist ProfitLine with its performance under this Addendum, including providing ProfitLine with all items called for in the Initial Request For Information within eighteen (18) days of the Effective Date of this Addendum, copies of all requested current and future Vendor Invoices in order for ProfitLine to calculate Audit Savings, and all other information necessary for

- ProfitLine to perform the services described herein.
- b. *Authorize Vendor Contact.* Client shall take all actions reasonably necessary to enable ProfitLine to contact all Vendors necessary for ProfitLine's performance under this Addendum. Client shall execute all Letters of Authorization required by ProfitLine to perform the services described herein. Client authorizes ProfitLine to negotiate on behalf of Client, provided however, that ProfitLine shall not be authorized to bind Client to any agreement without Client's prior written consent.

SCHEDULE I – PROFITLINE TLM MOBILITY ADDENDUM

- 1. Purpose.** The purpose of this Addendum is to define the services ProfitLine will perform for Client and the terms of use of the mobile communications cost management solution, as more fully described herein.
- 2. Definitions.** Unless otherwise defined herein or in the MSA, all capitalized terms shall have the following meanings ascribed to them:
- a. *Client Data.* Client Data means all data necessary for ProfitLine to enable Client's use of ProfitLine's Proprietary Software, including (but not limited to) all mobile telephone call records and charges applicable to Users and any and all organizational information sufficient to identify Client's management and administrators. Without limiting the generality of the prior sentence, Client Data is also the electronic call detail records ("CDR") on CD or web-based invoices.
- b. *Implementation Phase.* The period from the date of executing this Addendum through the Mobility Cutover Date in which ProfitLine will work with Client to implement ProfitLine's services defined herein.
- c. *Implementation Plan.* A document provided to Client by ProfitLine during the Implementation Phase that details the steps required to establish the services ProfitLine will provide under this Addendum, including estimated timelines for the Mobility Cutover Date.
- d. *Paper Invoice Conversion Phase.* The period from date of execution of this

Addendum, through the completion of conversion of all paper invoices to an electronic invoice format. ProfitLine will work directly with Vendors to determine the appropriate format to provide all data for optimization, audit and validation. The Implementation Phase does not fully close out until the Paper Invoice Conversion Phase is complete.

- e. *Request for Information ("RFI").* A document that is attached as an Exhibit "A" to this Addendum that outlines the information Client is required to provide to ProfitLine to begin the Implementation Phase.
- f. *Letter of Authorization.* A letter on Client letterhead, signed by an authorized Client representative, which authorizes ProfitLine to contact and negotiate with Vendors and obtain client billing/service data on behalf of Client, including all applicable subsidiaries, divisions and locations for which services are provided under this Addendum. Such a letter is attached to this Addendum as an Exhibit "C".
- g. *Mobility Cutover Date.* The date upon which all services covered under Exhibit "A" are live and remittance is directed to ProfitLine for ongoing optimization.
- h. *Mobility Management Reports.* Standard reports prepared by ProfitLine and delivered to Client, either weekly or monthly, that detail Client's mobility expenses, per attached Exhibit "B".
- i. *Vendor.* Any third-party company that provides telecommunications services to Client.
- j. *Vendor Invoice.* Client's monthly recurring bills or invoices (excluding partial bills or invoices) from telecommunications Vendors that ProfitLine will process as part of this Addendum.
- k. *Users.* Users means those employees of Client who have been provided with mobile devices under Client's mobile communications account.
- l. *Service Description.* The Service Description defines the high-level scope of the services to be provided by ProfitLine and is attached as Exhibit "A".

3. Fees. Client's use of ProfitLine's Proprietary Software, receipt of the services described herein, and continuing rights under this Agreement are subject to the following payments:

- a. *Ongoing Service Fee.* Fees for services will be billed at the first of the month. The Ongoing Service Fee is based upon ProfitLine's management of Client's devices using the monthly fee structure described herein:

Device	Quantity
Cell Phone	XXXX
Blackberry/Treo	XXXX
Air Card	XXXX
Pager	XXXX
Other (specify)	XXXX

The Ongoing Service Fee will initially be based upon the estimated number of devices provided by Client to ProfitLine as documented above. Prior to the Mobility Cutover Date ProfitLine will provide Client with an updated device count based upon verification of the number of devices listed on the carrier invoices. The updated device count will be used for the Ongoing Service Fee for the first three months following the Mobility Cutover Date. ProfitLine will validate the device count every three months based upon our optimization and use the then current count for the Ongoing Service Fee that will apply for the next three month period. The Ongoing Service Fee shall be the greater of the fee determined by the method of calculation described in this paragraph.

- b. *Expenses.* Client shall reimburse ProfitLine for travel costs for two (2) trips to Client to complete any Implementation Phase and throughout the Term for charges associated with Client's procurement of mobile devices and accessories through ProfitLine, including shipping charges. If approved in advance by Client, Client shall also reimburse ProfitLine for any other reasonable expenses incurred by ProfitLine under this Addendum. ProfitLine shall provide Client with a monthly invoice detailing all expenses incurred during the prior month.

4. Client Responsibilities. In order for ProfitLine to meet its obligations and effectively perform the services contemplated under this Addendum, Client must provide and shall be responsible for the following:

- a. *Project Manager.* Client will appoint a project manager responsible for oversight of

implementation and management of Client's use of ProfitLine's Proprietary Software, and for acting as the initial point of contact for ProfitLine communications and questions under the Addendum. Client will provide this person to ProfitLine at the start of the Implementation Phase and notify ProfitLine in writing within three (3) business days of a change thereafter.

b. *Data.* Client will deliver, or have delivered, to ProfitLine, the Client Data, as well as any other information reasonably requested by ProfitLine. Client shall have sole responsibility for securing all necessary permissions and clearances with respect to the Client Data and for Client's use of ProfitLine's Proprietary Software to access, manage and manipulate the Client Data. If the Client Data is provided in the form of CDR data by the carrier, the Client will be responsible to provide a copy of the CDR data to ProfitLine. If the CDR data is web-based, Client will be responsible to provide the login and passwords to enable access of the CDR data by ProfitLine. Client shall take all actions reasonably necessary for ProfitLine to contact any and all new or existing Vendors on behalf of Client related to ProfitLine's performance under this Addendum. Client authorizes ProfitLine to negotiate on behalf of Client; provided however, that ProfitLine shall not be authorized to bind Client to any agreement without Client's consent.

c. *RFI and Other Information.* Client will provide to ProfitLine full and complete information requested in the RFI within the time frames described in the RFI and any and all other information reasonably requested by ProfitLine regarding Client departments or divisions and management reporting relationships, in order to permit ProfitLine to set up ProfitLine's Proprietary Software for use by Client. This information is required at setup time and includes the organizational hierarchy information and login name for each user accessing the system and the department, division and manager for each user. Such information shall constitute "Client Data" for purposes of this Agreement. It is Client's responsibility to maintain the accuracy and completeness of such information at all times during the Term.

d. *Employee Data Maintenance.* Client will be responsible for ongoing maintenance and accuracy of employee data, including organizational hierarchy, email addresses, and management reporting relationships subsequent to initial setup.

**USA COMMITMENT TO PROMOTE
SMALL BUSINESS PARTICIPATION
PROCUREMENT PROGRAMS****1. PREAMBLE**

(Name of 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.

2. 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 the Contractor.

BPA NUMBER _____

**(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT**

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

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

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

- (2) Delivery:

DESTINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

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

- (4) This BPA does not obligate any funds.

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

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

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

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

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

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

- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
 - (h) Date of Shipment.
- (9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.
- (10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

**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.