

General Services Administration
Federal Acquisition Service
Authorized Federal Supply Schedule
PRICELIST

Schedule Contract 70 – General Purpose Commercial Information Technology Equipment, Software & Services

SIN 132-8 Purchase of Equipment
FSC Class: 7010, 7025 FPDS Code: N070
SIN 132-12 Maintenance of Equipment, Repair Service & Repair/Spare Parts
FPDS Code: J070
SIN 132-32 Terms Software License
FSC Class: 7030
SIN 132-34 Maintenance of Software

Contract Number: GS-35F-0625T
Contract Period: September 4, 2012 – September 3, 2017
Business Size: Small Business
Modifications: PS-0024 Effective 2/18/2014 and PS-0025 Effective 2/25/2014

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

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INFORMATION FOR ORDERING ACTIVITIES

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! an on-line shopping service (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage! and the Federal Acquisition Service Home Page (www.fss.gsa.gov) contains 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.

CUSTOMER INFORMATION

1. GEOGRAPHIC SCOPE OF CONTRACT

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

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

Offerors are requested to check one of the following boxes:

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

2. TouchShare, Inc. ORDERING ADDRESS AND PAYMENT INFORMATION

ORDERING INFORMATION:

a. For mailed orders, the postal mailing address where written orders will be received is as follows: TouchShare, Inc.

ATTN: John Hepler, Sales Representative
46 Smith Alley, Suite 230
Pasadena, CA 91103

b. For orders by facsimile transmission, the point of contact is:

John Hepler, Sales Representative
Fax Number: (626) 639-5461

c. All payments shall be submitted to the following remittance address:

TouchShare, Inc.
ATTN: Accounting Department
46 Smith Alley, Suite 230
Pasadena, CA 91103

TouchShare, Inc., is required to accept the Government purchase card for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Government purchase 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 agencies to obtain technical and/or ordering assistance:

TECHNICAL AND/OR ORDERING ASSISTANCE:

John Hepler, Sales Representative
Telephone: (410) 353-7212

[Credit Card purchases above \\$15,000 will be charged a 3% service fee at time of invoice.](#)

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to Government personnel or damage to Government 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: 62-648-8766
- Block 30: Type of Contractor – B. Other Small Business
- Block 31: Woman-Owned Small Business - No
- Block 36: Contractor's Taxpayer Identification Number (TIN): 20-4727510

- 4a. CAGE Code: 4QF74
- 4b. CENTRAL CONTRACTOR REGISTRATION
TouchShare, Inc. has registered and is current with the SAM system.
- 5. FOB Destination
Destination within the 48 contiguous States and the District of Columbia.
- 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:

<u>SPECIAL ITEM NUMBER</u>	<u>DELIVERY TIME (Days ARO)</u>
SIN 132-8	All 30-60 days
SIN 132-32	Please allow UPS shipping 1-5 business days in the U.S.

*Overnight and 2-day delivery is not available.

- b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering agency, agencies 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 agency, 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: 1%, 15 days, Net 30
 - b. Quantity: None
 - c. Dollar Volume: 1% on task orders at or exceeding \$300,000
 - d. Government Educational Institutions: None
 - e. Other: Government Educational Institutions are offered the same discounts as all other Government customers and eligible state and local institutions.
- 8. TRADE AGREEMENT 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 THRESHOLD
The Maximum Order value for the following SINs is:
 - Special Item Number 132-8 Purchase of Equipment \$500,000
 - Special Item Number 132-12 Maintenance & Repair of Equipment \$500,000
 - Special Item Number 132-32 Term Software Licenses \$500,000

Special Item Number 132-33 Perpetual Software Licenses \$500,000

12. ORDERING PROCEEDURES 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

Federal departments and agencies 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 offices, 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 of 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.

(k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed at time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING OFFICES

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 52.212-4)

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.gsaadvantage.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 as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

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

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));

- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;

- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and

- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

- (1) Time of delivery/installation quotations for individual orders;

- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.

- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

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

19. OVERSEAS ACTIVITIES

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

N/A

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

20. BLANKET PURCHASE AGREEMENTS (BPAs)

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 requisitioning 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 or 132-9..
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). TouchShare, Inc. is not a Section 508 compliant company at this time. 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)

ABOUT TOUCHSHARE, INC.

At TouchShare Inc., we are dedicated to improving decision making abilities through the creation of innovative technologies. To accomplish this, TouchShare specializes in designing and manufacturing collaboration solutions that provide accurate visualization, analysis and sharing of data.

Through multi-touch hardware and TouchShare Geospatial Collaboration Suite, TouchShare aims to revolutionize the way people interact with information and with each other.

The origins of TouchShare, Inc. derived from the creation of the first multi-touch collaboration system, the TouchTable. The TouchTable was developed at Applied Minds, Inc. to help in manipulating geospatial information in life critical situations.

Applied Minds, Inc. is an inventions and prototyping company founded by Bran Ferren and Danny Hillis. TouchShare, Inc., formerly known as TouchTable, Inc., has since spun off as a new company which designs, develops, manufactures and sells interactive collaboration solutions that support enterprise-wide visualization and information sharing.



Solutions

TouchShare solutions allow you to see and manage large amounts of data in a manner conducive to discussion and decision making. The unique design of the TouchShare Collaboration Suite's interface and collaboration capabilities benefit a wide variety of situations; ranging from mission planning, tactical operations, emergency response, data visualization and analysis.

TouchShare solutions provide you with a powerful way for accessing, sharing and managing data by allowing you to:

- Visualize project data to quickly view and understand complex information.
- Use GIS information to examine and document data, and save for future reference.
- Incorporate real-time data feeds to aid in time sensitive situations.
- Synchronize projects over a network to quickly and clearly discuss and distribute displayed data.
- Quickly gather and analyze information from remote locations.
- Visually assess current and historical data to pinpoint and understand trends.

Government Solutions

Defense and Intelligence

Defense and Intelligence communities use high-resolution GIS data to provide a complete situational overview when evaluating options for tactical operations. This often includes a large number of data layers for satellite, terrain, 3/D overlays, analysis results and population information. A common problem when dealing with this amount of data is distilling, compressing and amplifying information in order to see the overall picture. This becomes a larger problem when rapid and critical group decisions are required.

To aid in this problem, TouchShare, Inc. developed a geospatial collaboration suite that allows Defense and Intelligence communities to increase group comprehension and help decision making through better visualization and data management.

The TouchShare Collaboration Suite provides a simple interface and collaborative networking abilities that create greater efficiency by placing data within reach. Its rich toolset provides a common virtual workspace distributed teams to quickly identify assets in a project, identify trends by dissecting data layers, provide

real-time insight directly on GIS datasets, and much more. The ability to work in real-time virtual workspaces promote accuracy during strategic planning, by giving analysts and command and control a direct link to the field.

Homeland Security

Homeland Security has taken on the enormous task of unifying and analyzing information from a large network of organizations and institutions involved in national security. GIS software is used to combine this data because of its ability to easily display the information and because of its extensive analysis capabilities.

TouchShare solutions increases the speed of analysis by providing a virtual workspace that facilitates the decision making process. Analysts can explore spatial data by modeling scenarios and can then either collaborate with teammates or distribute their decisions to the field.

TouchShare's seamless integration with GIS software makes data integration and analysis easy, and synchronous networking abilities allow remote groups of analysts to work in the same virtual space. This sharing of visualized data creates an environment where information can be discussed by experts regardless of location. The results can quickly be dispersed into the field ensuring an accurate understanding of the situation.



Public Safety

Public Safety relies on successful integration of new technologies in order to make the response time improvements demanded by emergency services management. Real-time monitoring of responders and assets requires quickly combining information from multiple sources, analyzing and then relaying this information to crews in the field.

TouchShare solutions accomplishes this by delivering a complete view of incident management information from any location. The interoperability of TouchShare solutions mean that responders can share information on the ground and also visualize information directly from communication center personnel. This improves the ability to better prepare, respond and recover from both local and larger incidents.

For more information visit our website at www.touchshare.com

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

1. MATERIAL AND WORKMANSHIP

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

2. ORDER

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

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

3. TRANSPORTATION OF EQUIPMENT

FOB DESTINATION. Prices cover equipment delivery to destination, for any location within the geographic scope of this contract. The geographic scope for SIN 132-8 and 132-32 is the 48 contiguous states and the District of Columbia. Delivery to Alaska, Hawaii and Puerto Rico shall include any additional freight expenses required and as determined between the contractor and the ordering agency.

4. INSTALLATION AND TECHNICAL SERVICES

All equipment provided under SIN 132-8 under this contract is self-installable.

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

One day system installation, set-up and training: \$2500.00, plus the reasonable allowable cost of travel to and from the installation site.

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

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8 or SIN 132-9.

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

See Appendix I & II- TouchShare Software Maintenance Agreement and TouchShare Hardware Maintenance Agreement

5. INSPECTION/ACCEPTANCE

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

The ordering activity must exercise its post acceptance rights (1) within 90 days after delivery; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item – see Section 3.2 Hardware Maintenance in Appendix I – TouchShare Maintenance Agreement

6. WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial warranty as stated in the contract's commercial pricelist will apply to this contract.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.
- d. If inspection and repair of defective equipment under this warranty will be performed at the Contractor's plant, the address is as follows: N/A

7. PURCHASE PRICE FOR ORDERED EQUIPMENT

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

8. RESPONSIBILITIES OF THE CONTRACTOR

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

9. TRADE-IN OF INFORMATION TECHNOLOGY EQUIPMENT

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

TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT (AFTER EXPIRATION OF GUARANTEE/WARRANTY PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED BY GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED EQUIPMENT (SPECIAL ITEM NUMBER 132-12)

1. SERVICE AREAS

a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within a 50 mile radius of the Contractor's service points. If any additional charge is to apply because of the greater distance from the Contractor's service locations, the mileage rate or other distance factor shall be stated in paragraphs 8.d and 9.d of this Special Item Number 132-12.

b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at the Contractor's plant(s) listed below:

123 Bellevue, Suite 4, Pasadena, CA 91105

2. MAINTENANCE ORDER

a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 132-12). Automatic acceptance of order renewals for maintenance service shall apply for machines which may have been discontinued from use for temporary periods of time not longer than 120 calendar days. If the order is not confirmed by the Contractor as prescribed by this paragraph, the order shall be considered to be confirmed by the Contractor.

b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Maintenance orders shall not be made effective before the expiration of any applicable maintenance and parts guarantee/warranty period associated with the purchase of equipment. Orders for maintenance service shall not extend beyond the end of the contract period.

c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date.

d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.

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

f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

3. REPAIR SERVICE AND REPAIR PARTS/SPARE PARTS ORDERS

a. Agencies may use written orders, EDI orders, credit card orders, blanket purchase agreements (BPAs), or small order procedures for ordering repair service and/or repair parts/spare parts under this contract. Orders for repair service shall not extend beyond the end of the contract period.

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

4. LOSS OR DAMAGE

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

5. SCOPE

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

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

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

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

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

6. RESPONSIBILITIES OF THE ORDERING ACTIVITY

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

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

7. RESPONSIBILITIES OF THE CONTRACTOR

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

[Repair service will be billed to the ordering activity at TouchShare's than current hourly rate – see 'TouchShare Product and Service Warranty', page 29.](#)

8. MAINTENANCE RATE PROVISIONS

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

b. REGULAR HOURS

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

c. AFTER HOURS

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

d. TRAVEL AND TRANSPORTATION

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

Charge for contractor travel costs incurred in connection with necessary maintenance visits beyond the Contractor's designated service area (50 mile radius) shall be the responsibility of the ordering activity. See Appendix I - Section 3.1 Hardware Maintenance.

If there is no additional charge, indicate "none" in the space provided above.

e. QUANTITY DISCOUNTS

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

Quantity Range	Discounts
_____ Units	_____ %
_____ Units	_____ %
_____ Units	_____ %

Contractor does not offer quantity discounts for multiple equipment owned and/or leased by a ordering activity.

9. REPAIR SERVICE RATE PROVISIONS

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

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

c. TRAVEL OR TRANSPORTATION

(1) AT THE CONTRACTOR'S SHOP

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

If Licensee has purchased the Advanced Exchange Maintenance option and the Licensor determines that the Equipment is defective, replacement Equipment will be provided within three (3) business days of the notification and diagnosis of failure. The Licensee must return the defective Equipment in the provided shipping container within seven (7) business days after receipt of the replacement Advanced Exchange Equipment. TouchShare is responsible for transport payment of the repaired or replacement system to the Licensee.

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

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

When equipment is repaired at the ordering activity location, and repair service rates are established for service areas or zones, the listed rates are applicable to any ordering activity location within such service areas or zones. No extra charge, time, or expense will be allowed for travel or transportation of repairmen or machines to or from the ordering activity office; such overhead is included in the maintenance fee. The Established Service Area is the area within a 50 mile radius of Contractor's facility in Pasadena, CA.

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

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

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

d. LABOR RATES

(1) REGULAR HOURS

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

(2) AFTER HOURS

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

(3) SUNDAYS AND HOLIDAYS

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

[Standard policy does not provide contractor repair service to be performed after hours or on Sundays and Holidays. Contact contractor to discuss further if needed.](#)

[Annual maintenance plans offered for hardware & software is provided on pages 23-26.](#)

10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in this pricelist, shall be new, standard parts manufactured by the equipment manufacturer. All parts ordered as spares shall be furnished at prices indicated in the Contractor's commercial pricelist dated [2/20/2014](#), at a discount of [1-21%](#) from such listed prices.

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

a. REPAIR SERVICE

All repair work will be guaranteed/warranted for a period of one (1) year.

Commercial warranty – Appendix I & II- TouchShare Maintenance Agreements – Section 6.1

Unless otherwise specified in Exhibit A, the initial term of this Maintenance Agreement shall commence upon the expiration of the Warranty Period, and shall expire, unless sooner terminated in accordance with Section 6.2, upon the first anniversary thereof (“Initial Maintenance Term”). Upon the expiration of the Initial Maintenance Term, Customer will have the option to purchase an additional year (s) of Maintenance support at the then current Maintenance price.

b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted for a period of 1 year from date of installation, if installed by Contractor, otherwise from date of delivery.

12. INVOICES AND PAYMENTS

a. Maintenance Service

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

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

b. Repair Service and Repair Parts/Spare Parts

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

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

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within 90 days after delivery; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. GUARANTEE/WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number [\(626\) 639-5460](tel:626-639-5460) for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available [during normal business hours of 9:00am – 5:00pm \(PST\), Monday - Friday.](#)

4. SOFTWARE MAINTENANCE

- a. Software maintenance service during the warranty period and during the term of maintenance ordered by the agency shall include the following:

[Appendix I – TouchShare Software Maintenance Agreement – Section 3.1 Software Error Correction:](#)

[In the event that the operation of the TouchShare Software deviates materially from the Specifications, Licensee shall give Licensor \(or the VAR, if the VAR is providing maintenance support\) written notification of the deviation in sufficient detail to permit replication and analysis, and shall provide Licensor \(or the VAR\) with all printouts and other information reasonably requested. Upon receipt of notice from Licensee of any deviation, Licensor shall use commercially reasonable efforts, first via telephone access and subsequently \(as necessary\) by onsite visit, to diagnose the cause of the deviation. Upon completion of the diagnosis, Licensor \(through the VAR, if appropriate\) shall advise Licensee of the source of the deviation. Unless the deviation falls within the exclusions set forth in Section 3.4, Licensor shall use commercially reasonable efforts, without charge \(other than for travel costs incurred in connection with necessary onsite visits\), to correct or avoid the deviation. If such deviation falls within Section 3.4, licensor \(through the VAR, if appropriate\) shall furnish Licensee with a written estimate of the cost of correction, and if Licensee authorizes correction, Licensor shall use commercially reasonable efforts to correct or avoid the deviation. With respect to each deviation which Licensor is not obligated to correct, Licensee shall be invoiced for the cost of the diagnosis in accordance with the applicable Licensor Service Rate.](#)

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

5. PERIODS OF MAINTENANCE (132-34)

[One \(1\) year](#)

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

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

- a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
- b. When acquired by the ordering activity, commercial computer software and related documentation so legended shall be subject to the following:
 - (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
 - (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
 - (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or

combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

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

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

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

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

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

[See pages 23-30 for a complete description of software products and list of equipment offered including the prices.](#)

11. RIGHT-TO-COPY PRICING – [NOT APPLICABLE](#)

GSA PRICES – SIN 132-8

Part #	QTY	TouchShare Mobile Stand Assembled	GSA Price (IFF Included)
SIN 132-8 Purchase of Equipment			
TTUFTM-1001	1	TouchShare Mobile Stand, includes assembly and delivery	Included
		1 Year Return to Factory Warranty	Included
		Unit Price	\$4,320.00

Part #	QTY	TouchShare Mobile Stand Unassembled	GSA Price (IFF Included)
SIN 132-8 Purchase of Equipment			
TTUTH-1001	1	TouchShare Mobile Stand, excludes assembly	Included
		1 Year Return to Factory Warranty	Included
		Unit Price	\$3,920.00

Part #	QTY	TouchTable PC Package	GSA Price (IFF Included)
SIN 132-8 Purchase of Equipment			
TTPCH-1001	1	TouchTable PC Package; Dell T3600 or better	Included
		Intel®Xeon®Processor E5-1607 (Four Core, 3.0GHz, 10M); Windows XP/7/8, SP1, No Media, 64-bit, English; 250GB, 7200 RPM 3.5" SATA 6Gb/s Hard Drive; 1.0GB NVIDIA® Quadro® 600, Dual MON, 1 DP & 1 DVI	Included
		1 Year Return to Factory Warranty	Included
		Unit Price	\$1,500.30

GSA PRICES – SIN 132-12

Part #	QTY	TouchShare Mobile Stand Maintenance	GSA Price (IFF Included)
SIN 132-12 Maintenance of Equipment, Repair Service & Repair/Spare Parts			
TTURTM-1001	1	TouchShare Mobile Stand - Return to Factory Maintenance - 1 Year	\$245.00
TTURTM-1002	1	TouchShare Mobile Stand - Return to Factory Maintenance - 2 Years	\$441.00
TTURTM-1003	1	TouchShare Mobile Stand - Return to Factory Maintenance - 3 Years	\$661.50
TTUATM-1001	1	TouchShare Mobile Stand - Advanced Exchange Warranty Upgrade - 1 Year	\$490.00
TTUATM-1002	1	TouchShare Mobile Stand - Advanced Exchange Maintenance - 2 Years	\$882.00
TTUATM-1003	1	TouchShare Mobile Stand - Advanced Exchange Maintenance - 3 Years	\$1,323.00

Part #	QTY	TouchShare Mobile Stand Onsite Installation	GSA Price (IFF Included)
SIN I32-12 Maintenance of Equipment, Repair Service & Repair/Spare Parts			
TTUOTM-1001	1	TouchShare Mobile Stand Onsite Installation	Included
		Unit Price	\$ 2,500.00

GSA PRICES – SIN 132-32

TouchShare Suite – Session Manager

Part #	QTY	TouchShare Collaboration Suite Session Manager License	GSA Price (IFF Included)
SIN I32-32 Term Software License			
TSSMS-1001	1	Client and Network Manager Software	Included
		90 day Software Warranty	Included
		Unit Price	\$4,000.00

TouchShare Suite – Client Licenses

Part #	QTY	TouchShare Collaboration Suite Node Locked Client License	GSA Price (IFF Included)
SIN I32-32 Term Software License			
TSSVFS-5001	1	TouchShare Suite - Node Locked Client License	Included
		90 day Software Warranty	Included
		Unit Price	\$1,280.00

Part #	QTY	TouchShare Collaboration Suite Concurrent Client License	GSA Price (IFF Included)
SIN I32-32 Term Software License			
TSSVCS-5001	1	TouchShare Suite - Concurrent Client License	Included
		90 day Software Warranty	Included
		Unit Price	\$3,200.00

TouchShare Suite – Upgrade Node Locked to Concurrent Client License

Part #	QTY	TouchShare Collaboration Suite Upgrade Node Locked to Concurrent Client License	GSA Price (IFF Included)
SIN I32-32 Term Software License			
TSSVUS-1001	1	TouchShare Node Locked to Concurrent Client License Upgrade	Included
		90 day Software Warranty	Included
		Unit Price	\$1,920.00

TouchShare Military Symbology Module

Part #	QTY	TouchShare Military Symbology Module	GSA Price (IFF Included)
SIN I32-32 Term Software License			
TSMSS-1001	1	TouchShare Military Symbology	Included
		90 day Software Warranty	Included
		Unit Price	\$400.00

GSA PRICES – SIN 132-34

TouchShare Suite – Session Manager Maintenance Support

Part #	QTY	TouchShare Collaboration Suite Session Manager License Maintenance Support	GSA Price (IFF Included)
SIN I32-34 Maintenance of Software as a Service			
TSSMM-1001	1	TouchShare Session Manager License, 9 months Extended Warranty	\$750.00
TSSMM-1002	1	TouchShare Session Manager License, Maintenance Support - 1 Year	\$1,000.00
TSSMM-1003	1	TouchShare Session Manager License, Maintenance Support - 2 Years	\$1,800.00
TSSMM-1004	1	TouchShare Session Manager License, Maintenance Support - 3 Years	\$2,700.00

TouchShare Suite – Client License Maintenance Support

Part #	QTY	TouchShare Collaboration Suite Node Locked Client License Maintenance Support	GSA Price (IFF Included)
SIN I32-34 Maintenance of Software as a Service			
TSSVFM-2001	1	TouchShare Node Locked Client License, 9 months Extended Warranty	\$240.00
TSSVFM-2002	1	TouchShare Node Locked Client License, Maintenance Support - 1 Year	\$320.00
TSSVFM-2003	1	TouchShare Node Locked Client License, Maintenance Support - 2 Years	\$704.00
TSSVFM-2004	1	TouchShare Node Locked Client License, Maintenance Support - 3 Years	\$1,056.00

Part #	QTY	TouchShare Collaboration Suite Concurrent Client License Maintenance Support	GSA Price (IFF Included)
SIN 132-34 Maintenance of Software as a Service			
TSSVCM-2001	1	TouchShare Concurrent Client License, 9 months Extended Warranty	\$600.00
TSSVCM-2002	1	TouchShare Concurrent Client License, Maintenance Support - 1 Year	\$800.00

TSSVCM-2003	1	TouchShare Concurrent Client License, Maintenance Support - 2 Years	\$1,760.00
TSSVCM-2004	1	TouchShare Concurrent Client License, Maintenance Support - 3 Years	\$2,640.00

Part #	QTY	TouchShare Accessories	GSA Price (IFF Included)
SIN I32-12 Maintenance of Equipment, SIN I32-34 Maintenance of Software			
TSISTM-1001	1 day	System installation, Set-up and Familiarization, excludes travel & expenses	\$2,500.00
SIN I32-12 Maintenance of Equipment, SIN I32-34 Maintenance of Software			
TSTRM-1001	4 hrs	Virtual Web-based Training	\$1,000.00
SIN I32-12 Maintenance of Equipment, SIN I32-34 Maintenance of Software			
TDDEVS-1001	hourly	Time and Material, excludes travel and expenses (Subject to change based on personnel requirements)	\$250.00
TDDEVS-1002	custom	Software Development Services, excludes travel and expenses (Subject to change based on personnel requirements)	Based on the then current rate

Notes:

- (1) Dollar Volume Discount: 1% on task order at or exceeding \$300,000
- (2) Prompt Payment Discount: 1%, 15 days, Net 30

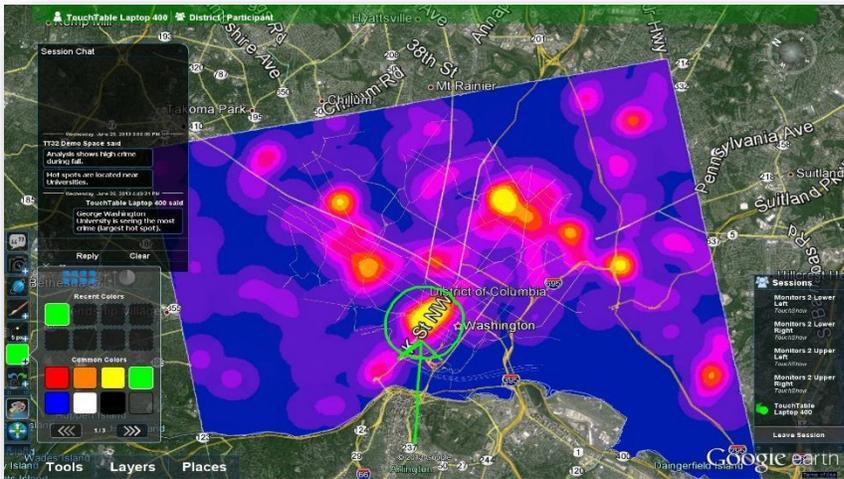
SOFTWARE SPECIFICATIONS

TouchShare Collaboration Suite

TouchShare Collaboration Suite is a geospatial collaboration platform that allows co-located and distributed groups to collaborate in real-time, on map-based data, in a shared virtual workspace.

Using TouchShare, groups make informed decisions by exploring and manipulating data to develop a common operating picture.

TouchShare complements existing enterprise geospatial investments, including LYR and KML files, by integrating an easy-to-use interface, multi-user collaboration, annotation tools and enhanced navigation controls.



TouchShare helps organizations make better decisions, faster, by allowing distributed experts to gather for live interaction and insight sharing using their existing ArcGIS® or Google Earth® geospatial data.

TouchShare helps organizations make better decisions, faster, by allowing distributed experts to gather for live interaction and insight sharing using their existing ArcGIS® or Google Earth® geospatial data.

For more information or detailed specifications please visit our website, www.touchshare.com.

Requirements:

TouchShare Session Manager

- Windows XP,™ Windows 7™, Windows 8™
- Linux
- Max. users: 400 per session manager
- 2 GB RAM
- 1 TB hard drive

TouchShare Workstation PC

- TouchShare for Google Earth
- TouchShare for ArcGIS
- Windows XP™, Windows 7™, Windows 8™
- Intel i3 processor or better
- 2 GB RAM
- TB hard drive
- NVidia GeForce video card with 512 MB memory or better

Benefits:

- TouchShare Collaboration Suite enables real-time geospatial collaboration to scale across the enterprise through an advanced client-server architecture.

- Interoperability between touch and non-touch devices provides optimum integration into existing infrastructures.
- TouchShare's collaboration architecture simplifies communication and visual transmission across the network. Leveraging local datasets (i.e. Google Earth or ArcGIS), and sharing only lat/long coordinates, camera angles, KML or LYR files, drawings and annotations, TouchShare enables a common view to be shared without consuming significant bandwidth.
- TouchShare tools allow users to analyze, markup and distribute critical information insuring maximum understanding.
- Structures discussion geospatially, supporting a common language across a hierarchy of situational groups (i.e. decision makers, knowledge experts, information gathers and responders).

HARDWARE SPECIFICATIONS

TouchShare Mobile Stand

The TouchShare Mobile Stand allows users to orient large format displays in a variety of configurations and environments. When used with TouchShare’s premium hardware solutions or other commercially available touch and non-touch devices, the TouchShare Mobile Stand transforms 42” to 84” displays into collaborative and mobile workspaces. This allows organizations to maximize their hardware investments and bring versatility to group discussions, draw attention at tradeshow, and add mobility to command and operation centers.



Move away from fixed installations and position large multi-touch displays according to your use case. Designed with built-in electronic height and tilt controls, the TouchShare Mobile Stand allows users to adjust a display vertically, horizontally, or angled between 0° to 90° at the push of a button; providing flexibility when visualizing, analyzing, or presenting information. Its integrated adjustable mount also provides multi-level configurations, enabling the display to reach heights greater than 55 inches, depending on display size. This facilitates a broad view for large groups when desired, and allows for comfortable interaction when working alone or gathered with others around a single display.

With ruggedized casters at the base of the stand and total a width less than 30 inches, the TouchShare Mobile Stand allows 42” to 84” displays to easily move from room to room.

For more information or detailed specifications please visit our website, www.touchshare.com.

Benefits:

- Electronic tilt and lift controls allow you to orient large format displays in a variety of configurations and environments.
- Move large format displays from room to room with easy through integrated ruggedized casters.

Specs:

Display Range	42” - 84”
Center of Display to Floor	40.5” - 60.2” / 103 - 153CM
Weight Capacity	308 LBS / 140 KG
Mounting Pattern	Includes VESA 200X200, 200X400, 400X400, 400X600 AND 600X800

Display Orientation	Landscape
Color	Center column blank Anodized Aluminum. Frame powercoated in RAL9005 Black, mobile base in RAL9006 Aluminum
Unit Dimensions (HxWxD in IN/CM)	54"-74" X 43" X 28" / 137-188 X 109 X 72CM
Net Weight	123 LBS / 56 KG
Shipping Dimensions	35" X 44" X 30" / 900 X 1104 X 770 MM* For complete TouchShare hardware packages, please contact Sales.

*Subject to change

CUSTOMER SERVICE & SALES SUPPORT

INTRODUCTION

At TouchShare Inc., we are dedicated to improving decision making abilities through the creation of innovative technologies. To accomplish this, TouchShare specializes in designing and manufacturing collaboration systems that allow for the accurate visualization, analysis and sharing of data.

Our customer service & sales maintenance programs are an integral part of ensuring that you receive excellent support throughout the life stages of your purchase.

TOUCHSHARE PRODUCT AND SERVICES WARRANTY

Except as provided herein, TouchShare warrants the Equipment to be free from factory defects under normal use and service and in substantial conformance with TouchShare's published specifications for a period of one (1) year from the date of installation. This warranty extends only to Customer (i.e., the original purchaser) and shall be void with respect to any Equipment that has been subjected to abuse, alteration, misuse, neglect, accident, unauthorized repair or modification, improper operation or maintenance, use in an unsuitable or severe physical environment, or use with inadequate facilities or utilities.

If the failure has been caused by abuse, alteration, misuse, neglect, accident, unauthorized repair or modification, improper operation or maintenance, use in an unsuitable or severe physical environment, or use with inadequate facilities or utilities, then repairs will be made at TouchShare's discretion on a time and materials basis at TouchShare's then current professional services rate. This warranty does not cover services warranted by another party. Customer's sole and exclusive remedy for any defective or non-conforming Equipment during such warranty period shall be repair, replacement, or credit, at TouchShare's sole option, and such remedy shall be available only during the applicable warranty period. Repaired or replaced Equipment shall be subject to the original warranty period, which shall not be extended due to such repair or replacement, except to the extent required by any mandatory, non-waivable provision of applicable law. The warranty does NOT cover on-site visits by TouchShare's technicians which are billed at TouchShare's then current hourly rate.

In respect to services furnished, TouchShare warrants that services will be performed by competent personnel with pertinent experience in these systems and technological field of the effort.

EQUIPMENT MAINTENANCE & REPAIR

TouchShare may contract with a third party for maintenance and service repair on our equipment which is in accordance with all regulatory requirements. TouchShare has access to all new parts, or remanufactured replacement parts and can provide all labor required to maintain proper operation of the equipment. All equipment maintenance and repair is conducted during regular working hours from 9AM to 5PM (pacific) daily except weekends and holidays. Equipment maintenance and repair is conducted on-site at the contractor location.

In the event security or any special access requirements are necessary to perform the equipment maintenance and repair, the customer will make any and all arrangements required for TouchShare personnel.

All repair work will be guaranteed/warranted for a period of one (1) year. Unless otherwise specified, the initial term of this Maintenance Agreement shall commence upon the expiration of the Warranty Period, and shall expire, unless sooner terminated in accordance with Section 6.2, upon the first anniversary thereof ("Initial Maintenance Term"). Upon the expiration of the Initial Maintenance Term, Customer will have the option to purchase an additional year (s) of Maintenance support.

TECHNICAL SUPPORT

TouchShare, without additional charge to the ordering activity, provides a hot line technical support number (626) 639-5460 for the purpose of providing user assistance and guidance in the implementation

of the software. The technical support number is available during normal business hours of 9:00am – 5:00pm (PST), Monday - Friday.

SYSTEM INSTALLATION, SET-UP AND TRAINING

TouchShare has complete technical training and support services for the TouchShare solutions offered. Training is offered on-site and through virtual web-based training. Both include but are not limited to areas such as basic system operation and advanced system operation for operators and maintainers. Training is a one on one format tailored to the specific needs of the end-user. Detailed training manuals exist for system maintenance and start up procedures.

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

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

COMMITMENT

To actively seek and partner with small businesses.

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

To develop and promote company policy initiatives which 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:

[TouchShare, Inc.](#)

[ATTN: John Hepler](#)
[46 Smith Alley, Suite 230](#)

[Pasadena, CA 91103](#)

[Telephone Number: \(410\) 353-7212](#)

[Fax Number: \(626\) 539-5461](#)

SAMPLE BLANKET PURCHASE AGREEMENT

BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

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

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

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

Signatures

Ordering Activity Date

Contractor Date

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.

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 customer's 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.

APPENDIX I – SOFTWARE MAINTENANCE AGREEMENT



TOUCHSHARE SOFTWARE MAINTENANCE AGREEMENT

(This Agreement is to be completed and signed by both Licensor or its Value Added Reseller and Licensee)

This Agreement is made this ___ day of _____, 201__ (“Effective Date”), between (i) TouchShare, Inc. (“Licensor”), a Delaware corporation, with its principal place of business at 46 Smith Alley, Suite, 230, Pasadena, Ca. 91103, and (ii) _____ (“Licensee”), a federal, _____ governmental unit, with its principal place of business at

_____, which, intending to be legally bound, hereby agree as follows:

1. INTRODUCTION

1.1 Licensor has delivered to Licensee certain TouchShare ® Hardware and granted to Licensee a license to use TouchShare Software pursuant to the TouchShare Commercial Software License Agreement (the “License Agreement”).

1.2 Licensee desires to receive, and Licensor desires to provide, support services for the TouchShare Software in accordance with the terms and conditions of this Software Maintenance Agreement.

2. DEFINITIONS

2.1 Defined Terms. Capitalized terms shall have the meanings defined in this Section 2 or in the License Agreement.

2.2 TouchShare Software. The term “TouchShare Software” includes, without limitation, all software identified with TouchShare trademarks or TouchShare Application Programming Interfaces (API). It excludes all other applications, operating systems, and software, whether or not accessed or used with the aid of TouchShare Software.

3. SUPPORT

Licensor shall furnish the following services throughout the term of this Agreement; provided, however, that Licensor shall not be obligated to furnish any such services in circumstances described in Section 3.4:

3.1 Software Error Correction. In the event that the operation of the TouchShare Software deviates materially from the Specifications, Licensee shall give Licensor (or the VAR, if the VAR is providing maintenance support) written notification of the deviation in sufficient detail to permit replication and analysis, and shall provide Licensor (or the VAR) with all printouts and other information reasonably requested. Upon receipt of notice from Licensee of any deviation, Licensor shall use commercially reasonable efforts, first via telephone access and subsequently (as necessary) by onsite visit, to diagnose the cause of the deviation. Upon completion of the diagnosis, Licensor (through the VAR, if appropriate) shall advise Licensee of the source of the deviation. Unless the deviation falls within the exclusions set forth in Section 3.4, Licensor shall use commercially reasonable efforts, without charge (other than for travel costs incurred in connection with necessary onsite visits in accordance with the Schedule 70 Contract Terms and Conditions), to correct or avoid the deviation. If such deviation falls within

Section 3.4, Licensor (through the VAR, if appropriate) shall furnish Licensee with a written estimate of the cost of correction, and if Licensee authorizes correction, Licensor shall use commercially reasonable efforts to correct or avoid the deviation. With respect to each deviation which Licensor is not obligated to correct, Licensee shall be invoiced for the cost of the diagnosis in accordance with the Terms and Conditions of the Schedule 70 Contract.

3.2 Telephone Support. The Licensor project manager or a member of the TouchShare services support staff will be available to answer questions regarding the TouchShare Software from Licensee's project manager or from any one of up to three (3) other persons designated to Licensor in writing from time to time by Licensee's project manager and, as appropriate, to render by telephone other software support services. All such services shall be provided hereunder Monday through Friday, except holidays, during Licensor's normal business hours, 9am to 5pm PST. In connection with any request by Licensee for telephone support, Licensee shall provide Licensor with all printouts and other information reasonably requested.

3.3 Standard Enhancements. Licensor shall deliver all Standard Enhancements to Licensee at no additional charge. Standard enhancement are defined as patches, fixes, and/or incremental functional improvements of a major version release. Licensee shall be responsible for installation of each Standard Enhancement in accordance with Licensor's installation instructions within six (6) months after the date of its release and for integrating each Standard Enhancement with any modification of the TouchShare Software other than an Optional Enhancement and with any other software. Any assistance (other than telephone support) requested by Licensee shall be provided to Licensee in accordance with the Terms and Conditions of the Schedule 70 Contract.

3.4 Exclusions. Licensor shall not be required to provide any support services described in this Section which are necessitated by, or otherwise in connection with: (a) modification of the TouchShare Software or Hardware by anyone other than Licensor or the VAR; (b) use of the TouchShare Software or Hardware for any purpose other than as intended; (c) use of any other software; (d) failure by Licensee to install any Standard Enhancement in accordance with Section 3.3; (e) any willful or negligent action or omission of Licensee; or (f) any misuse or incorrect use of the TouchShare Software or Hardware. In the case of third party commercial hardware products Licensee shall have the benefit of any warranty provided by the original equipment manufacturer.

4. PAYMENTS

4.1 Maintenance Fee. Licensee shall pay Licensor the Maintenance Fee identified on the applicable quotation in accordance with the payment terms set forth in the Schedule 70 Contract. At time of

Software purchase, Licensee may elect to purchase extended, one (1) year warranty coverage. Subsequent years of support may be purchased either at the time of the original software purchase or before the end of the original maintenance period in accordance with the Terms and Conditions of the Schedule 70 Contract.

4.2 Payment Terms. All amounts due and payable to Licensor hereunder shall be invoiced and paid in U.S. Dollars.

4.3 Government Licensees. If Licensee is a U.S. government agency, then the Prompt Payment Act, 31 USC Ch. 39, and 5 CFR part 1315 shall apply in lieu of subsections 4.1 through 4.5.

5. WARRANTY DISCLAIMER

THE SUPPORT OBLIGATIONS SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF, AND LICENSEE HEREBY WAIVES, ALL OTHER REPRESENTATIONS, WARRANTIES AND GUARANTEES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, QUIET ENJOYMENT, OR NONINFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR COURSE OF PERFORMANCE. LICENSEE EXPRESSLY ACKNOWLEDGES THAT BECAUSE OF THE COMPLEX NATURE OF COMPUTER SOFTWARE, LICENSOR CANNOT AND DOES NOT WARRANT THAT THE OPERATION OF THE TOUCHSHARE SOFTWARE WILL BE WITHOUT INTERRUPTION OR ERROR-FREE.

6. TERM AND TERMINATION

6.1 Term. Unless otherwise specified in Exhibit A, the initial term of this Maintenance Agreement shall commence upon the expiration of the Warranty Period or Extended Warranty Period, and shall expire, unless sooner terminated in accordance with Section 6.2, upon the first anniversary thereof ("Initial Maintenance Term"). Upon the expiration of the Initial Maintenance Term, Customer may have the option to purchase an additional year (s) of Maintenance support per the terms and Conditions of the Schedule 70 Contract.

6.2 Termination Prior to Expiration. This Agreement may be terminated per the Terms and Conditions of the Schedule 70 Contract.

7. EXECUTION

The parties may indicate their assent to this Agreement either by executing it in the spaces provided below, or by incorporating it by reference or by attachment in a separate duly-executed agreement. In either case, this Agreement may be adopted on behalf of Licensor by signature of an authorized employee or of a VAR

APPENDIX II – HARDWARE MAINTENANCE AGREEMENT



TOUCHSHARE HARDWARE MAINTENANCE AGREEMENT

(This Agreement is to be completed and signed by both Licensor or its Value Added Reseller and Licensee)

This Agreement is made this ___ day of _____, 201__ (“Effective Date”), between (i) TouchShare, Inc. (“Licensor”), a Delaware corporation, with its principal place of business at 46 Smith Alley, Suite 230, Pasadena, CA. 91103, and (ii) _____ (“Licensee”), a federal, local governmental unit, with its principal place of business at _____, which, intending to be legally bound, hereby agree as follows:

1. INTRODUCTION

1.1 Licensor has delivered to Licensee certain TouchShare® Hardware and granted to Licensee a license to use TouchShare Software pursuant to the TouchShare Commercial Software License Agreement (the “License Agreement”).

1.2 Licensee desires to receive, and Licensor desires to provide, support services for the TouchShare Hardware in accordance with the terms and conditions of this Hardware Maintenance Agreement.

2. DEFINITIONS

All capitalized terms used in this Hardware Maintenance Agreement shall have the meanings defined herein or in the License Agreement.

3. SUPPORT

Licensor shall furnish the following services throughout the term of this Agreement; provided, however,

that Licensor shall not be obligated to furnish any such services in circumstances described in Section 3.3:

3.1 Hardware Maintenance. In the event that TouchShare Hardware fails to operate in accordance with the Specifications, Licensee shall give Licensor (or the VAR, if the VAR is providing maintenance support) written notification of the failure (or other means of notification as authorized by TouchShare from time to time), and shall provide Licensor (or the VAR) with all other information reasonably requested. Upon receipt of notice from Licensee of any failure, Licensor shall use commercially reasonable efforts to diagnose the cause of the failure. Upon completion of the diagnosis, Licensor (through the VAR, if appropriate) shall advise Licensee of the source of the failure. Unless the failure falls within the exclusions set forth in Section 3.3, Licensor shall use commercially reasonable efforts, without charge (other than for travel costs incurred in connection with necessary onsite visits), to correct the failure. Such correction may include, at Licensor’s discretion, any combination of repair of original hardware or replacement of components or entire units with new hardware. Such correction shall occur within ten (10) business days after the receipt of the defective Equipment by Licensor. If

Licensee has purchased the Advanced Exchange Maintenance option and the Licensor determines that the Equipment is defective, replacement Equipment will be provided within three (3) business days of the notification and diagnosis of failure. The Licensee must return the defective Equipment in the provided shipping container within seven (7) business days after receipt of the replacement Advanced Exchange Equipment. TouchShare is responsible for transport payment of the repaired or replacement system to the Licensee.

3.2 Telephone Support. The Licensor project manager or a member of the TouchShare services support staff will be available to answer questions regarding the TouchShare Hardware from Licensee's project manager or from any one of up to three (3) other persons designated to Licensor in writing from time to time by Licensee's project manager and, as appropriate, to render by telephone other hardware support services. Such services shall be provided hereunder Monday through Friday, except holidays, during Licensor's normal business hours, 9am to 5pm PST. In connection with any request by Licensee for telephone support, Licensee shall provide Licensor with all printouts and other information reasonably requested.

3.3 Exclusions. Licensor shall not be required to provide any support services described in this Section which are necessitated by, or otherwise in connection with: (a) modification of the TouchShare Software or Hardware by anyone other than Licensor or the VAR; (b) use of the TouchShare Software or Hardware for any purpose other than as intended; (c) use of any other software; (d) any willful or negligent action or omission of Licensee; or (e) any misuse or incorrect use of the TouchShare Software or Hardware. In the case of third party commercial hardware products Licensee shall have the benefit of any warranty provided by the original equipment manufacturer.

4. PAYMENTS

4.1 Maintenance Fee. Licensee shall pay Licensor the Maintenance Fee identified on quotation hereto in accordance with the payment terms set forth in the Schedule 70 contract.

4.2 Payment Terms. All amounts due and payable to Licensor hereunder shall be invoiced and paid in U.S. Dollars.

4.3 Government Licensees. If Licensee is a U.S. government agency, then the Prompt Payment Act, 31 USC Ch. 39, and 5 CFR part 1315 shall apply in lieu of subsections 4.1 through 4.3.

5. WARRANTY DISCLAIMER

THE SUPPORT OBLIGATIONS SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF, AND LICENSEE HEREBY WAIVES, ALL OTHER REPRESENTATIONS, WARRANTIES AND GUARANTEES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, QUIET ENJOYMENT, OR NONINFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR

COURSE OF PERFORMANCE. LICENSEE EXPRESSLY ACKNOWLEDGES THAT BECAUSE OF THE COMPLEX NATURE OF COMPUTER SOFTWARE, LICENSOR CANNOT AND DOES NOT WARRANT THAT THE OPERATION OF THE TOUCHSHARE WILL BE WITHOUT INTERRUPTION OR ERROR-FREE.

6. TERM AND TERMINATION

6.1 Term. Unless otherwise specified in Exhibit A, the initial term of this Maintenance Agreement shall commence upon the expiration of the Warranty Period, and shall expire, unless sooner terminated in accordance with Section 6.2, upon the first anniversary thereof ("Initial Maintenance Term"). Upon the expiration of the Initial Maintenance Term, Customer will have the option to purchase an additional year (s) of Maintenance support per the terms of the Schedule 70 contract.

6.2 Termination Prior to Expiration. This Agreement may be terminated per the terms of the Schedule 70 contract.

7. EXECUTION

The parties may indicate their assent to this Agreement either by executing it in the spaces provided below, or by incorporating it by reference or by attachment in a separate duly-executed agreement. In either case, this Agreement may be adopted on behalf of Licensor by signature of an authorized employee or of a VAR.