

**GENERAL SERVICES ADMINISTRATION
Authorized Federal Supply Schedule Pricelist**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through *GSA Advantage!*[®], a menu-driven database system. The INTERNET address *GSA Advantage!*[®] is: GSAAAdvantage.gov.

SCHEDULE NUMBER MAS

SCHEDULE NAME MULTIPLE AWARD SCHEDULE

LARGE CATEGORY INFORMATION TECHNOLOGY

SUBCATEGORY ELECTRONIC COMMERCIE
IT HARDWARE
IT SERVICES
IT SOFTWARE

SPECIAL ITEM NUMBERS 33411 Purchasing of New Electronic Equipment
511210 Software Licenses
54151ECOM Electronic Commerce and Subscription Services
811212 Computer and Office Machine Repair and Maintenance
OLM Order-Level Materials

FSC/PSC CODES 7010 ADPE System Configuration
7030 ADP Software
D304 Automatic Data Processing Telecommunications and Transmission Services
J070 Maintenance and Repair of Automatic Data Processing Equipment, Software, Supplies, Support Equipment

CONTRACT NUMBER: **GS-35F-189BA**

CONTRACT PERIOD: **JANUARY 31, 2014 THROUGH JANUARY 30, 2024**
PRICELIST CURRENT THROUGH MODIFICATION #PA-0019, 18 FEBRUARY 2020

iboss, Inc.

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Business Size: Small Business

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CUSTOMER INFORMATION

1a. AUTHORIZED SPECIAL ITEM NUMBERS (SINs):

<u>SIN</u>	<u>DESCRIPTION</u>
33411	Purchasing of New Electronic Equipment
511210	Software Licenses
54151ECOM	Electronic Commerce and Subscription Services
811212	Computer and Office Machine Repair and Maintenance
OLM	Order-Level Materials

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN: **See Price List**

1c. SERVICES OFFERED: **See Price List**

2. MAXIMUM ORDER PER SIN:

<u>SIN</u>	<u>MAXIMUM ORDER</u>
ALL SINs	\$500,000 per SIN/Order

This maximum order threshold is a dollar amount at which it is suggested that the ordering agency request higher discounts from the contractor before issuing the order. The contractor may: (1) Offer a new lower price, (2) Offer the lowest price available under the contract, or (3) Decline the order within five (5) days. In accordance with the Maximum Order provisions contained in the Schedule, a delivery order may be placed against the Schedule contract even though it exceeds the maximum order threshold.

3. MINIMUM ORDER LIMITATION: **\$100**

4. GEOGRAPHIC COVERAGE (DELIVERY AREA): **Domestic Delivery**

5. POINT OF PRODUCTION: **United States**

6. BASIC DISCOUNT: **Prices listed are net, discounts have been deducted and the industrial funding fee has been added.**

7. QUANTITY DISCOUNT: **1% at or above \$250,000.00; 2% at or above \$350,000.00**

8. PROMPT PAYMENT TERMS: **1% - 15 days; NET 30**

9a. GOVERNMENT PURCHASE CARDS ARE ACCEPTED UP TO THE MICRO-PURCHASE THRESHOLD.

9b. GOVERNMENT PURCHASE CARDS ARE ACCEPTED ABOVE THE MICRO-PURCHASE THRESHOLD.

10. FOREIGN ITEMS: **None**

11a. TIME OF DELIVERY: **3 days ARO**

- 11b. EXPEDITED DELIVERY: **Contact Contractor**
- 11c. OVERNIGHT AND 2-DAY DELIVERY: **Contact Contractor**
- 11d. URGENT REQUIREMENTS: **Contact Contractor**
- 12. F.O.B. POINT: **Destination**
- 13a. ORDERING ADDRESS: **iboss, Inc. 101 Federal St. 23rd Floor, Boston, MA 02110-1825**
- 13b. ORDERING PROCEDURES: *Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPAs) are found in Federal Acquisition Regulation (FAR) 8.405-3.*
- 14. PAYMENT ADDRESS: **iboss, Inc. 101 Federal St. 23rd Floor, Boston, MA 02110-1825**
- 15. WARRANTY PROVISION: **Standard Commercial Warranty**
- 16. EXPORT PACKING CHARGES: **Not Applicable**
- 17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE: **Will be accepted above the micro-purchase threshold**
- 18. TERMS AND CONDITIONS OF RENTAL: **Not Applicable**
- 19. TERMS AND CONDITIONS OF INSTALLATION: **Contact Contractor**
- 20. TERMS AND CONDITIONS OF REPAIR PARTS: **Contact Contractor**
- 20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES: **Contact Contractor**
- 21. LIST OF SERVICE AND DISTRIBUTION POINTS: **Contact Contractor**
- 22. LIST OF PARTICIPATING DEALERS: **Not Applicable**
- 23. PREVENTIVE MAINTENANCE: **Contact Contractor**
- 24a. SPECIAL ATTRIBUTES: **Not Applicable**
- 24b. SECTION 508 COMPLIANCE INFORMATION: **Not Applicable**
- 25. DATA UNIVERSAL NUMBER SYSTEM (DUNS) NUMBER: **184065360**
- 26. CONTRACTOR HAS REGISTERED IN THE SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE.

**TERMS AND CONDITIONS APPLICABLE TO
PURCHASE OF NEW ELECTRONIC EQUIPMENT(SPECIAL ITEM NUMBER 33411)**

1. MATERIAL AND WORKMANSHIP

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

2. ORDER

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

3. TRANSPORTATION OF EQUIPMENT

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

4. INSTALLATION AND TECHNICAL SERVICES

- a. **INSTALLATION.** When the equipment provided under this contract is not normally self-installable, the Contractor's technical personnel shall be available to the ordering activity, at the ordering activity's location, to install the equipment and to train ordering activity personnel in the use and maintenance of the equipment. The charges, if any, for such services are listed below, or in the price schedule: Equipment is self-installable.
- b. **INSTALLATION, DEINSTALLATION, REINSTALLATION.** The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies. The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.
- c. **OPERATING AND MAINTENANCE MANUALS.** The Contractor shall furnish the ordering activity with one (1) copy of all operating and maintenance manuals which are normally provided with the equipment being purchased.

5. INSPECTION/ACCEPTANCE

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

6. WARRANTY

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

iboss, Inc. 101 Federal St. 23rd Floor, Boston, MA 02110-1825

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 COMPUTER AND OFFICE
MACHINE REPAIR AND MAINTENANCE (SPECIAL ITEM NUMBER 811212)**

1. SERVICE AREAS

Repair services will be performed at the Contractor's plant(s) listed below:

iboss, Inc. 101 Federal St. 23rd Floor, Boston, MA 02110-1825

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.
- c. If the Ordering Activity desires a factory authorized/certified service personnel then this should be clearly stated in the task or delivery order.

7. RESPONSIBILITIES OF THE CONTRACTOR

- a. 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.
- b. If the Ordering Activity task or delivery order specifies a factory authorized/certified service personnel then the Contractor is obligated to provide such a factory authorized/certified service personnel for the equipment to be repaired or serviced, unless otherwise agreed to in advance between the Agency and the Contractor.

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 negotiated at the Task Order level.
- e. **QUANTITY DISCOUNTS**
Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by a ordering activity are indicated below: Not applicable.

9. REPAIR SERVICE RATE PROVISIONS

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

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

c. **TRAVEL OR TRANSPORTATION**

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

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

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

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

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

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

(a) If repairs are to be made at the ordering activity location, and the location is outside the service area as shown in paragraph 1.a, the repair service and mileage rates negotiated per subparagraphs 1.a and 8.d will apply.

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

d. **LABOR RATES**

(1) **REGULAR HOURS**

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

(2) **AFTER HOURS**

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

(3) **SUNDAYS AND HOLIDAYS**

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

10. REPAIR PARTS/SPARE PARTS RATE PROVISIONS

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

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

a. **REPAIR SERVICE**

All repair work will be guaranteed/warranted in accordance with the standard commercial warranty.

b. REPAIR PARTS/SPARE PARTS

All parts, furnished either as spares or repairs parts will be guaranteed/warranted in accordance with the standard commercial warranty.

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 SOFTWARE LICENSES (SPECIAL ITEM NUMBER 511210)

1. INSPECTION/ACCEPTANCE

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

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

3. 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.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 877-742-6832 for the purpose of providing user assistance and guidance in the implementation of the software.

5. SOFTWARE MAINTENANCE

- a. Software maintenance as it is defined: (select software maintenance type) :

- 1. Software Maintenance as a Product (SIN 132-32)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user’s self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

6. PERIODS OF TERM LICENSES (SIN 132-32)

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

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE

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

8. TERM LICENSE CESSATION

- a. After a software product has been on a continuous term license for a period of _____* months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.
- b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number I32-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

9. UTILIZATION LIMITATIONS - (SIN 132-32)

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

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

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

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

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

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

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

10. SOFTWARE CONVERSIONS - (SIN 132-32)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. 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.

11. 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.

12. RIGHT-TO-COPY PRICING

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

**TERMS AND CONDITIONS APPLICABLE TO ELECTRONIC COMMERCE AND SUBSCRIPTION SERVICES
(SPECIAL IDENTIFICATION NUMBER 54151ECOM)**

1. SCOPE

The prices, terms and conditions stated under Special Item Number 132-52 Electronic Commerce (EC) Services apply exclusively to EC Services within the scope of this Information Technology Schedule.

2. ELECTRONIC COMMERCE CAPACITY AND COVERAGE

The Ordering Activity shall specify the capacity and coverage required as part of the initial requirement.

3. INFORMATION ASSURANCE

a. The Ordering Activity is responsible for ensuring to the maximum extent practicable that each requirement issued is in compliance with the Federal Information Security Management Act (FISMA)

b. The Ordering Activity shall assign an impact level (per Federal Information Processing Standards Publication 199 & 200 (FIPS 199, “Standards for Security Categorization of Federal Information and Information Systems”) (FIPS 200, “Minimum Security Requirements for Federal Information and Information Systems”) prior to issuing the initial statement of work. Evaluations shall consider the extent to which each proposed service accommodates the necessary security controls based upon the assigned impact level. The Contractor awarded SIN 132-52 is capable of meeting at least the minimum security requirements assigned against a low-impact information system (per FIPS 200).

c. The Ordering Activity reserves the right to independently evaluate, audit, and verify the FISMA compliance for any proposed or awarded Electronic Commerce services. All FISMA certification, accreditation, and evaluation activities are the responsibility of the ordering activity.

4. DELIVERY SCHEDULE.

The Ordering Activity shall specify the delivery schedule as part of the initial requirement. The Delivery Schedule options are found in *Information for Ordering Activities Applicable to All Special Item Numbers*, paragraph 6. *Delivery Schedule*.

5. INTEROPERABILITY.

When an Ordering Activity requires interoperability, this requirement shall be included as part of the initial requirement. Interfaces may be identified as interoperable on the basis of participation in a sponsored program acceptable to the Ordering Activity. Any such access or interoperability with teleports/gateways and provisioning of enterprise service access will be defined in the individual requirement.

6. ORDER

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

b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

7. PERFORMANCE OF ELECTRONIC SERVICES

The Contractor shall provide electronic services on the date agreed to by the Contractor and the ordering activity.

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.

9. RIGHTS IN DATA

The Contractor shall comply FAR 52.227-14 RIGHTS IN DATA – GENERAL and with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character.

10. ACCEPTANCE TESTING

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

11. WARRANTY

The Contractor shall provide a warranty covering each Contractor-provided electronic commerce service. The minimum duration of the warranty shall be the duration of the manufacturer's commercial warranty. The warranty shall commence upon the later of the following:

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

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

12. MANAGEMENT AND OPERATIONS PRICING

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

13. TRAINING

The Contractor shall provide normal commercial installation, operation, maintenance, and engineering interface training on the system. If there is a separate charge, indicate below: None

14. MONTHLY REPORTS

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

15. ELECTRONIC COMMERCE SERVICE PLAN

Provided upon request.

GSA PRICING

SIN	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA PRICE (inclusive of the .75% IFF)
33411	#SWG-4200-A	iboss SWG 4200 IPS/IDS/THREAT FIREWALL	Includes 90 Day Integration Support. Recommended for 15,001-40,000 Workstations. Additional clustering units required for > 40,000 workstations.	EA	\$ 50,424.33
33411	#SWG-3200-A	iboss SWG 3200 IPS/IDS/THREAT FIREWALL	Includes 90 Day Integration Support. Recommended for 3001-15,000 Workstations.	EA	\$ 23,270.68
33411	#SWG-2200-A	iboss SWG Firewall 2200	Includes 90 Day Integration Support. Recommended for 1501- 3000 Workstations.	EA	\$ 7,754.31
33411	#SWGFW-1200-A	iboss SWG Firewall 1200	Includes 90 Day Integration Support. Firewall recommended for < 1500 Workstations.	EA	\$ 2,711.49
33411	IWF 2550-A	iBoss Security SWG Filter Model IWF 2550-A	Network Size 301-400 seats.	EA	\$ 2,672.70
33411	IWF 6550-A/IWR 3900-A	iBoss Security SWG Filter/Reporter Model IWF 6550-A/IWR 3900-A	Network Size 1501-2000 seats.	EA	\$ 5,426.85
33411	IWF 14500-A/IWR 4900-A	iBoss Security SWG Filter/Reporter Model IWF 14500-A/IWR 4900-A	Network Size 8001+ seats.	EA	\$ 10,081.76
811212	#SWGFW-4200-1SC	iboss SWG 4200 IPS/IDS/THREAT FIREWALL	7am - 5pm PST Phone Support. 1 Year.	EA	\$ 5,814.76

SIN	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA PRICE (inclusive of the .75% IFF)
811212	#SWGFW-4200-3SC	iboss SWG 4200 IPS/IDS/THREAT FIREWALL	7am - 5pm PST Phone Support. 3 Years.	EA	\$ 13,572.95
811212	#SWGPSU-4200-1R-PS	iboss SWG 4200 IPS/IDS/THREAT FIREWALL	Premium Support and Replacement Upgrade (Advanced hardware replacement, Direct Tier 3 support). 1 Year.	EA	\$ 8,067.74
811212	#SWGPSU-4200-3R-PS	iboss SWG 4200 IPS/IDS/THREAT FIREWALL	Premium Support and Replacement Upgrade (Advanced hardware replacement, Direct Tier 3 support). 3 Years.	EA	\$ 19,391.59
811212	#SWGFW-3200-1SC	iboss SWG 3200 IPS/IDS/THREAT FIREWALL	7am - 5pm PST Phone Support. 1 Year.	EA	\$ 2,792.17
811212	#SWGFW-3200-3SC	iboss SWG 3200 IPS/IDS/THREAT FIREWALL	7am - 5pm PST Phone Support. 3 Years.	EA	\$ 6,513.00
811212	#SWGPSU-3200-1R-PS	iboss SWG 3200 IPS/IDS/THREAT FIREWALL	Premium Support and Replacement Upgrade (Advanced hardware replacement, Direct Tier 3 support). 1 Year.	EA	\$ 3,720.05
811212	#SWGPSU-3200-3R-PS	iboss SWG 3200 IPS/IDS/THREAT FIREWALL	Premium Support and Replacement Upgrade (Advanced hardware replacement, Direct Tier 3 support). 3 Years.	EA	\$ 8,918.04
811212	#SWGFW-2200-1SC	iboss SWG 2200 Firewall Base license	Includes 7am - 5pm PST Support. 1 Year.	EA	\$ 927.10
811212	SWGFW-2200-3SC	iboss SWG 2200 Firewall Base license	Includes 7am - 5pm PST Support. 3 Years.	EA	\$ 2,225.05

SIN	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA PRICE (inclusive of the .75% IFF)
811212	#SWGFW-2200-1R-PS	iboss SWG 2200 Premium Support	iboss SWG 2200 Premium Support and Replacement Upgrade (Advanced hardware replacement, Direct Tier 3 support). 1 Year	EA	\$ 1,237.43
811212	#SWGFW-2200-3R-PS	iboss SWG 2200 Premium Support	iboss SWG 2200 Premium Support and Replacement Upgrade (Advanced hardware replacement, Direct Tier 3 support). 3 Years.	EA	\$ 2,969.83
811212	#SWGFW-1200-1R-PS	iboss SWG 1200 Premium Support	iboss SWG 1200 Premium Support and Replacement Upgrade (Advanced hardware replacement, Direct Tier 3 support). 1 Year.	EA	\$ 418.94
811212	#SWGFW-1200-3R-PS	iboss SWG 1200 Premium Support	iboss SWG 1200 Premium Support and Replacement Upgrade (Advanced hardware replacement, Direct Tier 3 support). 3 Years.	EA	\$ 1,030.29
811212	IWR-2VLIA (2-Port)	iBoss Security SWG Interface Upgrade	iBoss Security SWG Interface Upgrade IWR-2VLIA (2-Port)	EA	\$ 539.19
811212	IWF 2550-A-3W	iBoss Security SWG Model IWF 2550-A	3 year warranty.	EA	\$ 1,237.43
811212	IWF 6550-A/IWR 3900-A-1W	iBoss Security SWG Model IWF 6550-A/IWR 3900-A	1 year warranty.	EA	\$ 1,353.80
511210	#SWGFW-4200-1S-THRT	iboss SWG 4200 IPS/IDS/THREAT FIREWALL License	1 Year.	EA	\$ 10,081.76
511210	#SWGFW-3200-1S-THRT	iboss SWG 3200 IPS/IDS/THREAT FIREWALL License	1 Year.	EA	\$ 4,654.14

SIN	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA PRICE (inclusive of the .75% IFF)
511210	#SWGFW-2200-1S-THRT	iboss SWG 2200 IPS Module License	1 Year.	EA	\$ 1,550.86
511210	#SWGFW-2200-5S-THRT	iboss SWG 2200 IPS Module License	5 Years.	EA	\$ 5,428.02
511210	#SWGFW-1200-1S-THRT	iboss SWG 1200 IPS/IDS/THREAT Module License	1 Year.	EA	\$ 1,004.69
511210	#SWGFW-1200-3S-THRT	iboss SWG 1200 IPS/IDS/THREAT Module License	3 Years.	EA	\$ 2,411.24
54151ECOM	IWF 1550-A-1Y	iBoss Security SWG Filter Model IWF 1550-A	Network Size 50-100 seats. 1 year subscription.	EA	\$ 616.78
54151ECOM	IWF 1550-A-3Y	iBoss Security SWG Filter Model IWF 1550-A	Network Size 50-100 seats. 3 year subscription.	EA	\$ 1,480.26
54151ECOM	IWF 1750-A-1Y	iBoss Security SWG Filter	Network Size 101-200 seats. 1 year subscription.	EA	\$ 1,004.69
54151ECOM	IWF 2150-A-1Y	iBoss Security SWG Filter	Network Size 201-300 seats. 1 year subscription.	EA	\$ 1,547.76
54151ECOM	IWF 2150-A-3Y	iBoss Security SWG Filter	Network Size 201-300 seats. 3 year subscription.	EA	\$ 3,714.62

SIN	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA PRICE (inclusive of the .75% IFF)
54151ECOM	IWF 2550-A-1Y	iBoss Security SWG Filter	Network Size 301-400 seats. 1 year subscription.	EA	\$ 2,168.41
54151ECOM	IWF 2550-A-3Y	iBoss Security SWG Filter	Network Size 301-400 seats. 3 year subscription.	EA	\$ 5,204.19
54151ECOM	IWF 3550-A-1Y	iBoss Security SWG Filter	Network Size 401-600 seats. 1 year subscription.	EA	\$ 3,021.81
54151ECOM	IWF 4550-A-1Y	iBoss Security SWG Filter	Network Size 601-1000 seats. 1 year subscription.	EA	\$ 5,038.94
54151ECOM	IWF 4550-A-3Y	iBoss Security SWG Filter	Network Size 601-1000 seats. 3 year subscription.	EA	\$ 12,093.46
33411	LGN-14700-GSA - P	LGN-14600-GSA - P	iboss Locally Hosted Gateway (PURCHASE)	EA	\$ 5,426.85
33411	LGN-Blade 14700-GSA-P	LGN-Blade 14600-GSA	iboss Locally Hosted Gateway Blade (PURCHASE)	EA	\$ 5,426.85
33411	LNBC-14-GSA- P	LNBC-14-GSA- P	iboss Locally Hosted Chassis for Gateways and Reporters (PURCHASE)	EA	\$ 23,270.68
33411	LRN-4970-GSA - P	LRN-4960-GSA - P	iboss Locally Hosted Reporter (PURCHASE)	EA	\$ 9,305.94

SIN	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA PRICE (inclusive of the .75% IFF)
33411	LRN-7970-GSA - P	LRN-7960-GSA - P	iboss Locally Hosted Reporter (PURCHASE)	EA	\$ 17,839.95
33411	LRN-8970-GSA - P	LRN-8960-GSA - P	iboss Locally Hosted Reporter (PURCHASE)	EA	\$ 38,787.05
54151ECOM	iboss CF-GSA (1 - 999 Users)	iboss CF-GSA (1 - 999 Users)	Custom Edition Core Features 1 - 999 Users) **MOQ \$995**	Per User	\$ 27.93
54151ECOM	iboss CF-GSA (1000 - 2499 Users)	iboss CF-GSA (1000 - 2499 Users)	Custom Edition Core Features (1000 - 2499 Users)	Per User	\$ 23.74
54151ECOM	iboss CF-GSA (2500 - 4999 Users)	iboss CF-GSA (2500 - 4999 Users)	Custom Edition Core Features (2500 - 4999 Users)	Per User	\$ 23.46
54151ECOM	iboss CF-GSA (5000 - 9999 Users)	iboss CF-GSA (5000 - 9999 Users)	Custom Edition Core Features (5000 - 9999 Users)	Per User	\$ 20.95
54151ECOM	iboss CF-GSA (10000 - 24999 Users)	iboss CF-GSA (10000 - 24999 Users)	Custom Edition Core Features (10000 - 24999 Users)	Per User	\$ 18.81
54151ECOM	iboss CF-GSA (25000 - 49999 Users)	iboss CF-GSA (25000 - 49999 Users)	Custom Edition Core Features (25000 - 49999 Users)	Per User	\$ 17.04
54151ECOM	iboss CF-GSA (50000 - 99999 Users)	iboss CF-GSA (50000 - 99999 Users)	Custom Edition Core Features (50000 - 99999 Users)	Per User	\$ 15.64

SIN	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA PRICE (inclusive of the .75% IFF)
54151ECOM	iboss CF-GSA (100000+ Users)	iboss CF-GSA (100000+ Users)	Custom Edition Core Features (100000+ Users)	Per User	\$ 14.15
54151ECOM	iboss MDF-GSA (1 - 999 Users)	iboss MDF-GSA (1 - 999 Users)	Custom Edition Malware Defense Features (1 - 999 Users) **MOQ \$1295**	Per User	\$ 41.89
54151ECOM	iboss MDF-GSA (1000 - 2499 Users)	iboss MDF-GSA (1000 - 2499 Users)	Custom Edition Malware Defense Features (1000 - 2499 Users)	Per User	\$ 35.66
54151ECOM	iboss MDF-GSA (2500 - 4999 Users)	iboss MDF-GSA (2500 - 4999 Users)	Custom Edition Malware Defense Features (2500 - 4999 Users)	Per User	\$ 34.26
54151ECOM	iboss MDF-GSA (5000 - 9999 Users)	iboss MDF-GSA (5000 - 9999 Users)	Custom Edition Malware Defense Features (5000 - 9999 Users)	Per User	\$ 30.35
54151ECOM	iboss MDF-GSA (10000 - 24999 Users)	iboss MDF-GSA (10000 - 24999 Users)	Custom Edition Malware Defense Features (10000 - 24999 Users)	Per User	\$ 27.18
54151ECOM	iboss MDF-GSA (25000 - 49999 Users)	iboss MDF-GSA (25000 - 49999 Users)	Custom Edition Malware Defense Features (25000 - 49999 Users)	Per User	\$ 25.04
54151ECOM	iboss MDF-GSA (50000 - 99999 Users)	iboss MDF-GSA (50000 - 99999 Users)	Custom Edition Malware Defense Features (50000 - 99999 Users)	Per User	\$ 22.81
54151ECOM	iboss MDF-GSA (100000+ Users)	iboss MDF-GSA (100000+ Users)	Custom Edition Malware Defense Features (100000+ Users)	Per User	\$ 20.95

SIN	MFR PART NO	PRODUCT NAME	PRODUCT DESCRIPTION	UOI	GSA PRICE (inclusive of the .75% IFF)
54151ECOM	iboss DLPF-GSA (1 - 999 Users)	iboss DLPF-GSA (500 - 999 Users)	Custom Edition Data Loss Prevention Features (1 - 999 Users) **MOQ \$1595**	Per User	\$ 55.86
54151ECOM	iboss DLPF-GSA (1000 - 2499 Users)	iboss DLPF-GSA (1000 - 2499 Users)	Custom Edition Data Loss Prevention Features (1000 - 2499 Users)	Per User	\$ 50.09
54151ECOM	iboss DLPF-GSA (2500 - 4999 Users)	iboss DLPF-GSA (2500 - 4999 Users)	Custom Edition Data Loss Prevention Features (2500 - 4999 Users)	Per User	\$ 46.55
54151ECOM	iboss DLPF-GSA (5000 - 9999 Users)	iboss DLPF-GSA (5000 - 9999 Users)	Custom Edition Data Loss Prevention Features (5000 - 9999 Users)	Per User	\$ 41.15
54151ECOM	iboss DLPF-GSA (10000 - 24999 Users)	iboss DLPF-GSA (10000 - 24999 Users)	Custom Edition Data Loss Prevention Features (10000 - 24999 Users)	Per User	\$ 36.49
54151ECOM	iboss DLPF-GSA (25000 - 49999 Users)	iboss DLPF-GSA (25000 - 49999 Users)	Custom Edition Data Loss Prevention Features (25000 - 49999 Users)	Per User	\$ 32.96
54151ECOM	iboss DLPF-GSA (50000 - 99999 Users)	iboss DLPF-GSA (50000 - 99999 Users)	Custom Edition Data Loss Prevention Features (50000 - 99999 Users)	Per User	\$ 30.82
54151ECOM	iboss DLPF-GSA (100000+ Users)	iboss DLPF-GSA (100000+ Users)	Custom Edition Data Loss Prevention Features (100000+ Users)	Per User	\$ 28.49

GOVERNMENT APPROVED EULA

Terms and Conditions

This Agreement, the Schedule 70 contract and the Task Order contract; contains the terms and conditions that apply to your purchase from Phantom Technologies, Inc that will be provided to you (“Customer”) on orders for Phantom Technologies products and/or services and support (“Products”). By accepting delivery of the Phantom Technologies products and/or services and support described on that invoice, Customer agrees to be bound by and accepts these terms and conditions.

PRICES AND TAXES. Unless otherwise stated in writing by Phantom Technologies, (a) all quoted prices expire in accordance with the quote provided by Phantom Technologies, and Buyer agrees to pay the invoice for all Hardware purchased pursuant to the quote. TERMS OF PAYMENT. Payments are govern by Prompt Payment Act (31 U.S.C. 3903), 5 CFR part 1315 and GSAM 552.232-8. Customers may upgrade the hardware model, Subscriptions or Instant Replacement service within 60 days of the purchase date and receive a full credit for the original purchase, provided the original unit is returned to Phantom Technologies within 30 days of the upgrade.

Delivery is FOB Destination as stated in the Schedule 70 contract and governed by F-FSS-202-F DELIVERY PRICES. SHIPMENT. In the absence of specific shipping instructions, Phantom Technologies will ship by the method it deems most advantageous using standard commercial packaging.

Export. Software, including technical data, may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Customer agrees to comply strictly with all such regulations and acknowledges that it has the responsibility to obtain licenses to export, re-export, or import Software. Phantom Technologies provides multiple versions of the Phantom Technologies products targeted for specific geographic regions. The North American version is designed to operate only in North America and may not include all of the features or regulatory approvals for providing protection in other regions. The Subscription Update service may not function properly if a North America version is exported and Phantom Technologies will be unable to support such exported versions. Any upgrade to an International version will be at Phantom Technologies discretion and subject to incremental fees.

Warranties. PHANTOM TECHNOLOGIES RESPONSIBILITY FOR WARRANTY CLAIMS IS LIMITED TO REFUND, REPAIR AND REPLACEMENT AS SET FORTH IN PHANTOM TECHNOLOGIES’ APPLICABLE WARRANTY STATEMENT IN EFFECT IN THE SCHEDULE 70 CONTRACT AND THE TASK ORDER CONTRACT. PRODUCTS REPLACED UNDER WARRANTY OR ADVANCED EXCHANGE REQUIRED REPLACED/FAILED EQUIPMENT TO BE RETURNED WITHIN TEN DAYS (UNLESS EQUIPMENT IS OUT OF THE UNITED STATES; IN WHICH CASE THE BUYER WILL HAVE A FULL 30 DAYS TO RETURN) OF RECEIPT OF NEW EQUIPMENT. All software is provided subject to license agreement that is incorporated into the Schedule 70 contract and included in the product. Customer agrees that it will be bound by the Schedule 70, Task Order contract and the license agreement.

Limited Warranty. For the Subscription Term, Phantom Technologies warrants that the Products will operate in substantial conformance with the then-current Phantom Technologies published documentation under normal use. Notwithstanding the previous sentence, Phantom Technologies does not warrant that: (i) Products will be free from defects; (ii) Products will satisfy all of Subscriber’s requirements; (iii) Products will operate without interruption or error; What is the purpose of your software? If the yellow highlighted text is the function of your software, you must warrant that to sell to the Federal, State, & Local governments. Phantom Technologies shall use reasonable efforts to remedy any significant Product non-conformance reported to Phantom Technologies that

Phantom Technologies can reasonably identify and confirm. Phantom Technologies or its representative will repair or replace any such non-conforming or defective Products, or refund the Subscription Fees paid for the then-current term, at Phantom Technologies.. This paragraph sets forth Subscriber's sole and exclusive remedy and Phantom Technologies entire liability for any breach of warranty or other duty related to the Products. Any unauthorized Product modification, tampering with the Products, Product use inconsistent with the accompanying documentation, or related breach of this Agreement shall void the aforementioned warranty.

Return Policies. Phantom Technologies systems and parts are returnable for a full refund within 90 days for any reason .

Exchanges. From time to time, Phantom Technologies may, , exchange products or portions of a product. Any exchanges will be made in accordance with Phantom Technologies' exchange policies in effect on the date of the exchange. Customer agrees to return failed equipment within 30 days of receipt of exchanged equipment..

Products. Phantom Technologies' policy is one of on-going product update and revision. Phantom Technologies may revise and discontinue products at any time. Phantom Technologies will ship products that have the functionality and performance of the products ordered, but changes between what is shipped and what is described in a specification sheet are possible. Parts may be new. Spare parts may be new.

Limitation of Liability. PHANTOM TECHNOLOGIES DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE OR FOR LOST OR CORRUPTED DATA OR SOFTWARE, OR THE PROVISION OF SERVICES AND SUPPORT. PHANTOM TECHNOLOGIES WILL NOT BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS OR OTHER CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED HEREIN. THIS LIMITATION OF LIABILITY APPLIES BOTH TO PRODUCTS AND SERVICES AND SUPPORT CUSTOMER PURCHASES UNDER THIS AGREEMENT. CUSTOMER AGREES THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF PRODUCTS OR SERVICES BUNDLED WITH THE PRODUCTS, PHANTOM TECHNOLOGIES IS NOT LIABLE OR RESPONSIBLE FOR ANY AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PURCHASE OF PRODUCTS UNDER THIS AGREEMENT OVER THE ONE YEAR PERIOD PRIOR TO THE EVENT OUT OF WHICH THE CLAIM AROSE FOR THE PRODUCTS THAT DIRECTLY CAUSED THE LIABILITY. CUSTOMER AGREES THAT FOR ANY LIABILITY RELATED TO THE PURCHASE OF SERVICES NOT BUNDLED WITH PRODUCTS UNDER THIS AGREEMENT, PHANTOM TECHNOLOGIES IS NOT LIABLE OR RESPONSIBLE FOR ANY

AMOUNT OF DAMAGES ABOVE THE AGGREGATE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PURCHASE OF SERVICES UNDER THIS AGREEMENT. CUSTOMER AGREES TO PROVIDE TO PHANTOM TECHNOLOGIES, AT NO CHARGE, AN UNLIMITED LICENSE TO USE ANY PATENTS OR INTELLECTUAL PROPERTY THAT ARE UTILIZED IN ANY PHANTOM TECHNOLOGIES PRODUCTS Is this software supposed to protect networks & systems? If so, you must stand behind your product.

Not For Resale. Customer agrees and represents that it is buying for its own internal use only and not for resale unless Customer is a legal and authorized reseller of Phantom Technologies Products as demonstrable by a contract executed by both parties stating Customer is a Reseller or Partner. Customer agrees and understands that the License for the software included in the Products is non-transferable and may not be sold or transferred in any way except by an authorized reseller or partner.

Service and Support. Phantom Technologies will provide general service and support, to Customer in accordance with the then-current service and support policies and conditions in effect. For end-user Customers,

Phantom Technologies or any third-party support provider hired by Phantom Technologies, will attempt to handle any problem involving Phantom Technologies Products over the telephone or email. However, Phantom Technologies' support personnel/providers may not be able to understand or resolve any given problem. Service offerings may vary from product to product. If Customer purchased optional services and support, Phantom Technologies will provide the optional service and support to Customer in accordance with the then-current terms and conditions in their Schedule 70 contract. Phantom Technologies may, revise its general and optional service and support programs and the terms and conditions that govern them via modification to their Schedule 70 contract. The services and support programs and their terms and conditions in place at the time of purchase will apply to Customer's purchase.

Protection and Restrictions. Subscriber agrees to take all reasonable steps to safeguard the Products to ensure that no unauthorized person has access thereto and that no unauthorized copy, publication, disclosure or distribution, in whole or in part, in any form is made. Subscriber acknowledges that the Products contain valuable, confidential information and trade secrets and that unauthorized use and/or copying is harmful to Phantom Technologies. Subscriber may not directly or indirectly transfer, assign, publish, display, disclose, rent, lease, modify, loan, distribute, or create derivative works based on the Products or any part thereof. Subscriber may not reverse engineer (except as required by law in order to assure interoperability), decompile, translate, adapt, or disassemble the Products, nor shall Subscriber attempt to create the source code from the object code for the Software. Any third party software included in the Products may only be used in conjunction with the Products, and not independently from the Products. Subscriber may not, and shall not allow third parties to, publish, distribute or disclose the results of any benchmark tests performed on the Products without Phantom Technologies prior written approval. Subscriber represents and warrants that it will comply with all laws, rules and regulations which apply to its use of the Products. Subscriber further represents and warrants that the Products will not be used to filter, screen, manage or censor Internet content for consumers without permission from the affected consumers. Subscriber acknowledges the use of features including but not limited to desktop recording (DMCR), logging, and alerts are only used if within all state, local, and federal laws within the country of deployment.

Dispute Resolution. Will be governed by FAR 52.233-1 Disputes.

Headings. The section headings used herein are for convenience of reference only and do not form a part of these terms and conditions, and no construction or inference shall be derived there from.

Waiver. The failure of either party to enforce at any time or for any period of time the terms of this document shall not be construed as a waiver of such terms or the rights of such party there- after to enforce each term contained herein.

Severability. If any term or condition of this agreement is held void or unenforceable, it shall be severed, and every other provision shall be enforced as if the void or unenforceable term or condition had never been a part hereof.

System capacities specifications may vary based on customer configuration options or Internet usage conditions and are subject to change without notice.