

GENERAL SERVICES ADMINISTRATION
Federal Supply Service
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 for GSA Advantage! is: GSAAdvantage.gov.

Multiple Award Schedule

LARGE CATEGORY: INFORMATION TECHNOLOGY
SUBCATEGORY: IT HARDWARE

SIN 33411 Purchase of New Electronic Equipment

Includes desktop, laptop, tablet computers (including rugged), servers, storage equipment, hyper-converged integrated systems, supercomputers, routers, switches and other communications equipment, IT security equipment (hardware based firewalls), audio and video (AV) equipment, public address systems, monitors/displays, sensors and other Internet of Things (IOT) devices, printers and Multi-Function Device (MFD) equipment, broadcast band radio, two-way radio (LMR), microwave radio equipment, satellite communications equipment, radio transmitters/receivers (airborne), radio navigation equipment/antennas, optical/imaging systems, and associated peripherals required for operations (such as controllers, connectors, cables, drivers, adapters, etc., ancillary installation of any equipment purchased.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Code: 7010

SIN 811212 Computer and Office Machine Repair and Maintenance

Maintenance, Repair Service, and Repair Parts/Spare Parts for Government-Owned General Purpose Commercial Information Technology Equipment, Radio/Telephone Equipment. (After Expiration of Guarantee/Warranty Provisions and/or When Required Service Is Not Covered by Guarantee/Warranty Provisions) and for Leased Equipment

NOTE: Subject to Cooperative Purchasing

LARGE CATEGORY: INFORMATION TECHNOLOGY
SUBCATEGORY: IT SOFTWARE

SIN 511210 Software Licenses

Includes both term and perpetual software licenses and maintenance. Includes operating system software, application software, EDI translation and mapping software, enabled email message based applications, Internet software, database management applications, and other software.

Term Licenses. The word "Term" is defined in this Solicitation as "a limited period of time". Term Software Licenses have a limited duration and are not owned in perpetuity. Unless Offerors provide an option for converting Term licenses into perpetual licenses, users lose the right to use these licenses upon the end of the term period. This SIN is NOT Infrastructure as a Service (IaaS), Platform as a Service (PaaS), or Software as a Service (SaaS) as defined in SIN 518210C - Cloud and Cloud-Related IT Professional Services. Term Software Licenses are distinct from Electronic Commerce and Subscription Services (SIN 54151ECOM).

Perpetual Licenses. The word "perpetual" is defined in this Solicitation as "continuing forever, everlasting, valid for all time".

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 is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, online help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for users self-diagnostics.

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

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance services under SIN 54151 Software Maintenance Services.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Code: 7030

LARGE CATEGORY: INFORMATION TECHNOLOGY SUBCATEGORY: IT TRAINING

SIN 611420 Information Technology Training

Includes training on hardware, software, cloud, and other applicable systems.

NOTE: Subject to Cooperative Purchasing

FSC/PSC Code: U012

LARGE CATEGORY: MISCELLANEOUS SUBCATEGORY: COMPLEMENTARY SINs

SIN ANCILLARY Ancillary Supplies and Services

Ancillary supplies and/or services are support supplies and/or services which are not within the scope of any other SIN on this schedule. These supplies and/or services are necessary to complement a contractor's offerings to provide a solution to a customer requirement. This SIN may be used for orders and blanket purchase agreements that involve work or a project that is solely associated with the supplies and/or services purchased under this schedule.

NOTE: When used in conjunction with a Cooperative Purchasing eligible SIN, this SIN is Cooperative Purchasing Eligible.

FSC/PSC Code: 0000

SIN OLM Order-Level Materials (OLM)

OLMs are supplies and/or services acquired in direct support of an individual task or delivery order placed against a Schedule contract or BPA. OLM pricing is not established at the Schedule contract or BPA level, but at the order level. Since OLMs are identified and acquired at the order level, the ordering contracting officer (OCO) is responsible for making a fair and reasonable price determination for all OLMs.

OLMs are procured under a special ordering procedure that simplifies the process for acquiring supplies and services necessary to support individual task or delivery orders placed against a Schedule contract or BPA. Using this new procedure, ancillary supplies and services not known at the time of the Schedule award may be included and priced at the order level.

OLM SIN-Level Requirements/Ordering Instructions:

OLMs are:

- Purchased under the authority of the FSS Program
- Unknown until an order is placed
- Defined and priced at the ordering activity level in accordance with GSAR clause 552.238-115 Special Ordering

Procedures for the Acquisition of Order-Level Materials. (Price analysis for OLMs is not conducted when awarding the FSS contract or FSS BPA; therefore, GSAR 538.270 and 538.271 do not apply to OLMs)

- Only authorized for use in direct support of another awarded SIN.
- Only authorized for inclusion at the order level under a Time-and-Materials (T&M) or Labor-Hour (LH) Contract Line Item Number (CLIN)
- Subject to a Not To Exceed (NTE) ceiling price

OLMs are not:

- "Open Market Items"
- Items awarded under ancillary supplies/services or other direct cost (ODC) SINs (these items are defined, priced, and awarded at the FSS contract level)

OLM Pricing:

- Prices for items provided under the Order-Level Materials SIN must be inclusive of the Industrial Funding Fee (IFF).
- The value of OLMs in a task or delivery order, or the cumulative value of OLMs in orders against a FSS BPA awarded under an FSS contract, cannot exceed 33.33%.

NOTE: When used in conjunction with a Cooperative Purchasing eligible SIN, this SIN is Cooperative Purchasing Eligible.

FSC/PSC Code: 0000

**Schedule Contract Number
GS-35F-278DA**

For more information on ordering from Federal Supply Schedules, click on the FSS Schedules button at fss.gsa.gov.

Contract Period: April 27, 2016 through April 26, 2021

Contract current through: Modification 17 dated August 20, 2020
MASS Modification A824 dated August 26, 2020

Alquest Technologies, Inc.
1760 Yeager Avenue
La Verne CA 91750-5850
909-592-8708 (telephone)
909-599-2679 (facsimile)
www.alquest.us.com

Contractor Point of Contact for Contract Administration
Henry Wojcik
President/Owner
Alquest Technologies, Inc.
1760 Yeager Avenue
La Verne CA 91750-5850
909-592-8708 (telephone)
909-599-2679 (facsimile)
Henry.W@alquest.us.com

A Small Business

CUSTOMER INFORMATION

1a. Table of awarded Special Item Numbers:

Special Item Number 33411
Special Item Number 811212
Special Item Number 511210
Special Item Number 611420
Special Item Number Ancillary
Special Item Number OLM

1b. Identification of lowest priced model number and corresponding price for each awarded Special Item Number:

Special Item Number	Part Number	GSA Price with IFF
33411	S110-TC-2P	\$0.15 (each)
811212	MAINT	Contact Contractor for Calculation of Final Price
511210	795-LISC-3	\$2216.62 (each)
611420	End User Training	\$110.00 (per hour)
Ancillary	740-9925-1	\$3.55 (each)

1c. Identification of Services and Hourly Rates: Not Applicable.

2. Maximum Order:

Special Item Number 33411	\$500,000
Special Item Number 811212	\$500,000
Special Item Number 511210	\$500,000
Special Item Number 611420	\$250,000
Special Item Number Ancillary	\$150,000
Special Item Number OLM	\$250,000

3. Minimum Order: \$100

4. Geographic Coverage: Domestic

5. Point of Production:

ThreeSixty, Inc.'s Equipment: Albuquerque, New Mexico USA
Beach Wire & Cable, Inc.'s Equipment: Huntington Beach, California
USA Innovative Lighting: Roland, IA, USA
Alquest Technologies, Inc.'s Services: San Dimas, California USA

6. Discount from Commercial List Price or Market Rate:

The GSA Net Prices published on the GSA Advantage website reflect the fully burdened price. The negotiated discount has been applied and the Industrial Funding Fee has been added.

7. Quantity Discounts: Not Applicable

8. Prompt Payment Terms: Net 30 days

Information for Ordering Offices: Prompt Payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9. Government Purchase Card: Accepted only for purchases at or below the micro-purchase threshold.

10. Foreign Item(s): Not Applicable

11a. Time of Delivery: As negotiated at the Task Order level with the Ordering Activity

11b. Expedited Delivery: Please contact the Contractor for availability and rates.

11c. Overnight and 2-day Delivery: Please contact the Contractor for availability and rates.

11d. Urgent Requirements:

Ordering Activities can contact the Contractor's Representative for the purpose of requesting accelerated delivery to meet urgent requirements.

12. F.O.B. Point: Destination

13a. Ordering Address:

Henry Wojcik
President/Owner
Alquest Technologies, Inc.
1760 Yeager Avenue
La Verne CA 91750-5850
909-592-8708 (telephone)
909-599-2679 (facsimile)
Henry.W@alquest.us.com

13b. Ordering Procedures:

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

14. Payment Address:

Henry Wojcik
President/Owner
Alquest Technologies, Inc.
1760 Yeager Avenue
La Verne CA 91750-5850
909-592-8708 (telephone)
909-599-2679 (facsimile)
Henry.W@alquest.us.com

15. Warranty Provision: Please refer to the Manufacturer's standard commercial warranty.

16. Export Packing Charges: Not Applicable.

17. Terms and conditions of Government purchase card acceptance:

Please contact the Contractor's Representative for terms and conditions of acceptance.

18. Terms and conditions of Rental, Maintenance, and Repair:

On-site maintenance and repair services during the first year of ownership are covered by the Manufacturer's standard commercial warranty.

On-site maintenance and repair services during the second year of ownership (and thereafter) are available (Manufacturer Part Number MAINT). The GSA Price with Industrial Fee is equal to Commercial List Price. Commercial List Price is equal to 5.0% of the Contract Purchase Price of the equipment for which maintenance and repair coverage is being obtained.

19. Terms and conditions of Installation:

Installation of ThreeSixty equipment (Manufacturer Part Number INSTALL-360) by Alquest Technologies, Inc. is available at \$68.00 per hour (GSA Price with Industrial Funding Fee).

Installation of Siemon equipment (Manufacturer Part Number INSTALL) by Alquest Technologies, Inc. is available at \$68.00 per hour (GSA Price with Industrial Funding Fee).

20. Terms and conditions of Repair Parts indicating date of parts price lists and any discounts from list prices:

Not Applicable.

20a. Terms and conditions for any other Service:

End User Training for ThreeSixty Intercom Systems is provided at a minimum of 2 hours of instruction for up to 15 participants. End User Training Course is available at \$110.00 per hour of instruction (GSA Price with Industrial Funding Fee) and is conducted at customer facility.

21. List of Service and Distribution Points: Not Applicable.

22. List of Participating Dealer: Not Applicable.

23. Preventative Maintenance: Not Applicable.

24a. Special Attributes such as Environmental Attributes (E.G., Recycled Content, Energy Efficiency, and/or Reduced Pollutants):

Not Applicable.

24b. Section 508 Compliance Information:

Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT). The EIT standard can be found at: <http://www.Section508.gov/>.

25. Data Universal Number System (DUNS) Number: 009 845 814

26. Notification regarding registration in System for Award Management (SAM) database:

Contractor has a current registration in SAM.

27. Description of Training

**SPECIAL ITEM NUMBER 611420
TRAINING COURSE**

Course Number and Title: End User Training for ThreeSixty Intercom Products

Description of Course Content and Format: Simple operation of system including creation of schedules, creation of zones, adding alert tones, configuring notifications. Training is web based.

Length of Course: Minimum of 2 hours

Mandatory Prerequisites for Student Enrollment: Basic computer operation.

Desirable Prerequisites for Student Enrollment: Familiar with Windows operating software.

Location where Course is Offered: Online web based training.

Class Schedule(s): As needed.

Minimum/Maximum Number of Students per Course: 1/15

Price (specify Student or Class): \$110.00 per course hour (2 hour minimum)

**INFORMATION TECHNOLOGY CATEGORY
IT HARDWARE SUBCATEGORY
SPECIAL ITEM NUMBER 33411
PURCHASE OF NEW EQUIPMENT**

The equipment is self-installable with the appropriate manufacturer's training. If installation is required by Alquest Technologies, the following shall apply:

Installation of ThreeSixty equipment (Manufacturer Part Number INSTALL-360) by Alquest Technologies, Inc. is available at \$68.00 per hour (GSA Price with Industrial Funding Fee).

Installation of Siemon equipment (Manufacturer Part Number INSTALL) by Alquest Technologies, Inc. is available at \$68.00 per hour (GSA Price with Industrial Funding Fee).

**INFORMATION TECHNOLOGY CATEGORY
IT HARDWARE SUBCATEGORY
SPECIAL ITEM NUMBER 811212
COMPUTER AND OFFICE MACHINE REPAIR AND MAINTENANCE**

HARDWARE MAINTENANCE ORDER TERMS

- 1) Service Areas
 - a) The maintenance and/or repair service rates per the contract are applicable to any ordering activity locations within a 100 mile radius of the Contractor/Original Equipment Manufacturer (OEM) service points. If any additional charge is to apply because of the greater distance from the Contractor/OEM service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.

- b) When maintenance and/or 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:

Alquest Technologies, Inc.
1760 Yeager Avenue
La Verne CA 91750-5850
909-592-8708 (telephone)
909-599-2679 (facsimile)
- 2) **Loss or Damage**

When the Contractor moves equipment to its/OEM location 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.
- 3) **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 the Information Technology Category.
 - b) Equipment placed under maintenance service shall be in good operating condition.
 - (i) 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.
 - (ii) 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/OEM guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.
 - (iii) If the equipment was not under the Contractor/OEM 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 the contract.
- 4) **Responsibilities**
 - a) For equipment not covered by a maintenance contract or warranty, 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 Ordering Activity and the Contractor.
- 5) **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.
 - i) **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.

- ii) 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 this Schedule Pricelist. Periods of less than one hour will be prorated to the nearest quarter hour.
- iii) Travel and Transportation: If any charge is to apply, over and above the regular maintenance rates, due to the distance between the ordering activity location and the Contractor/OEM's service area, the charge will be negotiated at the Task Order level.

There is no additional charge for travel and transportation.

- b) Quantity Discounts from listed maintenance service rates for multiple equipment owned and/or leased by an ordering activity shall be provided below.

Quantity Discounts are not offered.

HARDWARE REPAIR SERVICE ORDER TERMS

- 1) Service Areas
 - a) The maintenance and/or repair service rates per the contract are applicable to any ordering activity locations within a 100 mile radius of the Contractor/Original Equipment Manufacturer (OEM) service points. If any additional charge is to apply because of the greater distance from the Contractor/OEM service locations, the mileage rate or other distance factor shall be negotiated at the Task Order level.
 - b) When maintenance and/or 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:

Alquest Technologies, Inc.
1760 Yeager Avenue
La Verne CA 91750-5850
909-592-8708 (telephone)
909-599-2679 (facsimile)
- 2) Loss or Damage

When the Contractor moves equipment to its location 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.
- 3) 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 the Information Technology Category.
 - b) Equipment placed under repair service shall be in good operating condition.
 - i) 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.
 - ii) 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/OEM guarantee/warranty or maintenance responsibility prior to the effective date of the maintenance order.

- iii) If the equipment was not under the Contractor/OEM 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 the contract.
- 4) Responsibilities
 - a) For equipment not covered by a maintenance contract or warranty, 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 Ordering Activity and the Contractor.
- 5) Repair Service Rate Provisions
 - a) 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 the 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) At the Contractor/OEM's Facility
 - i) When equipment is returned to the Contractor/OEM's Facility 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.
 - ii) The ordering activity should not return defective equipment to the Contractor/OEM for adjustments and repairs or replacement without prior consultation and instruction.
 - d) At the Ordering Activity Location (Within Established Service Areas)
 - i) 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.
 - e) At the Ordering Activity Location (Outside Established Service Areas)
 - i) If repairs are to be made at the ordering activity location, and the location is outside the service area terms defined in the GSA Price list. Rates negotiated at the task order will apply.
 - ii) 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.

f) Labor Rates

- i) Regular Hours: Contract rates 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 at the convenience of the Contractor outside the regular hours.
- ii) After Hours: Should the ordering activity require that service be performed outside of regular hours, charges for such service, if any, will be specified below. Periods of less than one hour will be prorated to the nearest quarter hour.
- iii) 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 shall apply, and will be specified below. Periods of less than one hour will be prorated to the nearest quarter hour.

Repair Service Rates

	Minimum Charge - Regular Hours	Hourly Rate - After Hours	Hourly Rate - Sunday and Holidays
Contractor/OEM Facility	Not Offered	Not Offered	Not Offered
Ordering Activity Location (Within Established Service Areas)	Not Offered	Not Offered	Not Offered
Ordering Activity Location (Outside Established Service Areas)	Not Offered	Not Offered	Not Offered

6) Repair Parts/Spare Parts Rate Provision

- a) All parts, furnished as spares or as repair parts in connection with the repair of equipment, unless otherwise indicated in the GSA Price list shall be new, standard parts manufactured by the OEM.

Not applicable. Repair parts are included in the maintenance and repair plan.

**INFORMATION TECHNOLOGY CATEGORY
IT SOFTWARE SUBCATEGORY
SPECIAL ITEM NUMBER 511210
SOFTWARE LICENSES**

- 1) Technical Support: Without additional charge to the ordering activity, shall provide a hot line technical support number for the purpose of providing user assistance and guidance in the implementation of the software. The technical support shall be available during specified hours.
 - a) At the task or delivery order level, technical support hotline number is 888-599-3836 and the hours of operation are 8:00 am through 5:00 pm Pacific Monday through Friday.
- 2) Descriptions and Equipment Compatibility:

ThreeSixty Software: ThreeSixty has been focused on protecting our most precious resources for more than 20 years. ThreeSixty, previously known as Teradon Industries, a software based Content Distribution and Classroom Media Management manufacturing company based in beautiful Albuquerque, NM. The concept behind the distribution and management was to develop a user friendly, software driven system to deliver content to the classroom. The idea and product delivery was so well received and adopted that Teradon was approached to design a flexible, software driven school intercom and paging system. The intercom system became a huge success and led to the development of other products and the expansion into a national competitor in the communications marketplace.

Genisys POE Lighting Software: The GENISYS Software is more than features that control a lighting system. Software is also used to enable 3rd party devices and enhance hardware features. If you love GENISYS, but are dead set on a specific light switch and your light fixture in your lobby is as exotic as they come, fear not! Our software allows for control of AC light fixtures (keep what you love). It will even allow itself to be controlled by 3rd party switches, so your lighting efficiency doesn't come at the expense of your interior designer.

Both ThreeSixty and Genisys POE Lighting Software use Windows 10 Operating System.

Modules for the ThreeSixty Software are identified in Figure 1, below.

Galaxy / ipCommand Software Module Feature Sets

Galaxy Base Software Module Audio Files Auto Provisioning Backup/Restore Calendars Call Routes Logs Manual Events Music Calendar Music Schedule Mute List Phones Playlist Calendar Playlist Group Playlists Priorities Schedules Serial Ports Speaker Cards System Information Users VOX Zoning	Notifications Software Module Audio Notification Broadcast Card Contacts Check-In Groups Email Lists Email Messages Event Routes HDMI Overrides Monitored Devices Monitor Routes Recording System Notifications Serial Notifications Tone Events TTS Notifications TTS Phrase Li Mapping Software Module Images Maps	CastNET Software Module CastNET Alerts CastNET Alarms Delayed Schedules VoIP Software Module Access Rules Dial Rules Dial Translators IVR Menus Galaxy Remotes Outside Lines SIP Profiles SIP Trunking Voicemail Rules Multicast Software Module IP Speakers IP Intercoms Intercom Multicast Zone Multicast
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Galaxy System: (Analog / Hybrid IP Solution) Base software standard, upgrade modules may be added at anytime.

ipCommand Server: (Full IP Solution) Base, Multicast, Notifications & VoIP software standard, upgrade modules may be added at anytime.

Figure 1. ThreeSixty Software Modules

- 3) Right-to-Copy Pricing: **Outside the scope of this contract.**
- 4) Utilization Limitations
 - 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 shall be subject to the following:
 - i.) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
 - ii.) 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.

- iii.) Except as provided 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.
- iv.) The ordering activity shall have the right to use the software and documentation with the run-time computing environment (e.g. operating system, virtual machine, mobile operating system, processor etc.) to be specifically identified for which it is acquired at any other facility/user device to which that time computing environment may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site/user device if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the software and documentation with a backup time computing environment when the primary is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site/user 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.
- v.) "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.
- vi.) Licensee Data belongs exclusively to Licensee, regardless of where the Data may reside at any moment in time including, but not limited to Licensor hardware, networks or other infrastructure and facilities where Data may reside, transit through or be stored from time to time. Licensor makes no claim to a right of ownership in Licensee Data. Licensor agrees to keep the Licensee Data Confidential as that term is defined in the relevant FAR and DFARS provisions pertaining to Confidential Information and Confidentiality. Licensor is not permitted to use Licensee's data for a purpose that is not explicitly granted in writing by Licensee. Upon Licensee request, for any reason whatsoever, Licensor must promptly return all Licensee Data in Licensor's possession in a format as may be designated at the time of request by Licensee.
- vii.) Licensee may create or hire others (including Licensor) to create modifications, customizations or other enhancements to the Software which might be classified

as “Derivative Works” of the software. Unless otherwise negotiated and mutually agreed upon at the order level, the intellectual property (IP) rights to the Derivative Works shall be owned by the owner of the underlying intellectual property. The Derivative Work[s] shall be made available to the Licensee through a royalty free, perpetual worldwide, no charge license to the Licensee.

5) Conversion from Term License to Perpetual License

- a) When standard commercial practice offers conversions of term licenses to perpetual licenses, and an ordering activity requests such a conversion, the contractor shall provide the total amount of conversion credits available for the subject software within ten (10) calendar days after placing the order.
- b) When conversion credits are provided, they shall continue to accrue from one contract period to the next, provided the software has been continually licensed without interruption.
- 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) When conversion from term licenses to perpetual licenses is offered, 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 a percentage of all term license payments during the period that the software was under a term license within the ordering activity.

Conversion is outside the scope of this contract.

6) Term License Cessation

- a) After a software product has been on a continuous term license for a period of ____ (Fill-in the period of time) 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. Contractors who do not commercially offer conversions of term licenses to perpetual licenses shall indicate that their term licenses are not eligible for conversion at any time.
- b) Each separately priced software product shall be individually enumerated, if different accrual periods apply for the purpose of perpetual license attainment.
- c) The Contractor agrees to provide updates and software maintenance services for the software after a perpetual license has accrued, at the prices and terms of SIN 54151 - Software Maintenance Services, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

Cessation is outside the scope of this contract.

7) Utilization Limitations for Perpetual Licenses

a) Software Asset Identification Tags (SWID) (Option 1 Perpetual License)

- i.) Option 1 is applicable when the Offeror agrees to include the International Organization for Standardization/International Electrotechnical Commission 19770-2 (ISO/IEC 19770- 2:2015) standard identification tag (SWID Tag) as an embedded element in the software. An ISO/IEC 19970-2 tag is a discoverable identification element in software that provides licensees enhanced asset visibility. Enhance visibility supports both the goals of better software asset management and license compliance. Offerors may use the National Institute of Standards and Technology (NIST) document "NISTIR 8060: Guidelines for Creation of Interoperable Software Identification (SWID) Tags," December 2015 to determine if they are in compliance with the ISO/IEC 19770-2 standard.
- ii.) Section 837 of The Federal Information Technology Acquisition Reform Act (FITARA) of 2014, requires GSA to seek agreements with software vendors that enhance government- wide acquisition, shared use, and dissemination of software, as well as compliance with end user license agreements. The Megabyte Act of 2016 requires agencies to inventory software assets and to make informed decisions prior to new software acquisitions. In June of 2016, the Office of Management and Budget issued guidance on software asset management requiring each CFO Act (Public Law 101-576 – 11/15/1990) agency to begin software inventory management (M-16-12). To support these requirements, Offerors may elect to include the terms of Option 1 and/or Option 2, which support software asset management and government-wide reallocation or transferability of perpetually licensed software.

b) Reallocation of Perpetual Software (Option 2 Perpetual License)

- i.) The purpose of SIN 511210 OPTION 2 is to allow ordering activities to transfer software assets for a pre-negotiated charge to other ordering activities.
- ii.) When an ordering activity becomes aware that a reusable software asset may be available for transfer, it shall contact the Contractor, identify the software license or licenses in question, and request that these licenses be reallocated or otherwise made available to the new ordering activity.
- iii.) Contractors shall release the original ordering activity from all future obligations under the original license agreement and shall present the new ordering activity with an equivalent license agreement. When the new ordering activity agrees to the license terms, henceforth any subsequent infringement or breach of licensing obligations by the new ordering activity shall be a matter exclusively between the new ordering activity and the Contractor.
- iv.) The original ordering activity shall de-install, and/or make unusable all of the software assets that are to be transferred. It shall have no continuing right to use the software and any usage shall be considered a breach of the Contractor's intellectual property and a matter of dispute between the original ordering activity/original license grantee and the licensor.
- v.) As a matter of convenience, once the original licenses are deactivated, di-installed, or made otherwise unusable by the original ordering activity or license grantee, the Contractor may elect to issue new licenses to the new ordering

activity to replace the old licenses. When new licenses are not issued, the Contractor shall provide technical advice on how best to achieve the functional transfer of the software assets.

- vi.) Software assets that are eligible for transfer that have lapsed Software Maintenance Services (SIN 54151) may require a maintenance reinstatement fee, chargeable to the new ordering activity or license grantee. When such a fee is paid, the new ordering activity shall receive all the rights and benefits of Software Maintenance Services.
- vii.) When software assets are eligible for transfer, and are fully covered under pre-paid Software Maintenance Services (SIN 54151), the new ordering activity shall not be required to pay maintenance for those license assets prior to the natural termination of the paid for maintenance period. The rights associated with paid for current Software Maintenance Services shall automatically transfer with the software licenses without fee. When the maintenance period expires, the new ordering activity or license grantee shall have the option to renew maintenance.
- viii.) The administrative fee to support the transfer of licenses, exclusive of any new incremental licensing or maintenance costs shall be 0.0% of the original license fee. The fee shall be paid only at the time of transfer. In applying the transfer fee, the Software Contractor shall provide transactional data that supports the original costs of the licenses.

8) Software Conversions: Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as a result of a change in operating system, or from one computer system to another. Under a perpetual license, 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, if conversion credits had accrued while the earlier version was under a term license, those credits shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

**INFORMATION TECHNOLOGY CATEGORY
IT TRAINING SUBCATEGORY
SPECIAL ITEM NUMBER 611420
INFORMATION TECHNOLOGY TRAINING**

- 1) Prepaid training tokens, credits, etc. shall not be permitted on this SIN.
- 2) Offerors shall provide training courses normally available to commercial customers, which will permit ordering activity users to make full, efficient use of general purpose commercial IT products. Training is restricted to training courses for those products within the scope of the IT Category.
- 3) Cancellation and Rescheduling
 - a) The ordering activity will notify the Contractor at least seventy-two (72) hours before the scheduled training date, if a student will be unable to attend. The Contractor will then permit the ordering activity to either cancel the order or reschedule the training at no additional charge. In the event the training class is rescheduled, the ordering activity will modify its original training order to specify the time and date of the rescheduled training class.
 - b) In the event the ordering activity fails to cancel or reschedule a training course within the time frame specified above, the ordering activity will be liable for the contracted dollar amount of the training course. The Contractor agrees to permit the ordering activity to reschedule a student who fails to attend a training class within ninety (90) days from the original course date, at no additional charge.

- c) The ordering activity reserves the right to substitute one student for another up to the first day of class.
- d) In the event the Contractor is unable to conduct training on the date agreed to by the Contractor and the ordering activity, the Contractor must notify the ordering activity at least seventy-two (72) hours before the scheduled training date.

4) Follow-Up Support

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

5) Format and Content Of Training

- a) Offerors shall provide written materials (i.e., manuals, handbooks, texts, etc.) normally provided with course offerings, printed and copied two-sided on paper containing 30% postconsumer materials (fiber). Such documentation will become the property of the student upon completion of the training class.
- b) If applicable, for hands-on training courses, there must be a one-to-one assignment of IT equipment to students.
- c) Offerors shall provide each student with a Certificate of Training at the completion of each training course.
- d) Offerors shall provide the following information for each training course offered:
 - i) course title,
 - ii) a brief description of the course content, to include the course format (e.g., lecture, discussion, hands-on training);
 - iii) length of the course;
 - iv) mandatory and desirable prerequisites for student enrollment;
 - v) minimum and maximum number of students per class;
 - vi) locations where the course is offered;
 - vii) class schedules; and
 - viii) price (per student, per class (if applicable)).
- e) For courses conducted at the ordering activity's location, instructor travel charges (if applicable), including mileage and daily living expenses (e.g., per diem charges) are governed by Pub. L. 99-234 and FAR Part 31.205-46, and are reimbursable by the ordering activity on orders placed under the Multiple Award Schedule, as applicable, in effect on the date(s) the travel is performed. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- f) For Online Training Courses, a copy of all training material must be available for electronic download by the students.

6) "No Charge" Training: **Outside the scope of the contract.**

**MISCELLANEOUS CATEGORY
COMPLEMENTARY SINs SUBCATEGORY
SPECIAL ITEM NUMBER ANCILLARY
ANCILLARY SUPPLIES AND SERVICES**

The work performed under this SIN shall be associated with existing SIN(s) under the contract. Ancillary supplies and/or services shall not be the primary purpose of the work ordered, but be an integral part of the total solution offered. Ancillary supplies and/or services may only be ordered in conjunction with or in support of supplies or services purchased under another SIN(s). Offerors may be required to provide additional information to support a determination that their proposed ancillary supplies and/or services are commercially offered in support of one or more SIN(s).

**MISCELLANEOUS CATEGORY
COMPLEMENTARY SINs SUBCATEGORY
SPECIAL ITEM NUMBER OLM
ORDER-LEVEL MATERIALS**

The use of the Order Level Materials (OLM) SIN is limited to 59 OLM-eligible subcategories under the MAS program. Supplies and/or services provided utilizing OLM authority must be acquired in direct support of an individual task or delivery order that is placed under an OLM-eligible subcategory as identified below:

- | | |
|---|--|
| 1) Apparel | 31) IT Training |
| 2) Audio Visual Products | 32) Language Services |
| 3) Audio Visual Services | 33) Legal Services |
| 4) Awards | 34) Logistical Services |
| 5) Background Investigations | 35) Machinery and Components |
| 6) Business Administrative Services | 36) Mail Management |
| 7) Compensation and Benefits | 37) Marine and Harbor |
| 8) Document Services | 38) Marketing and Public Relations |
| 9) Electronic Commerce | 39) Medical Equipment |
| 10) Environmental Services | 40) Miscellaneous Furniture |
| 11) Facilities Maintenance and Repair | 41) Musical Instruments |
| 12) Facilities Services | 42) Office Furniture |
| 13) Facilities Solutions | 43) Office Management Maintenance and Repair |
| 14) Financial Services | 44) Office Services |
| 15) Fire/Rescue/Safety/Environmental Protection Equipment | 45) Packaged Furniture. |
| 16) Fitness Solutions. | 46) Printing and Photographic Equipment |
| 17) Flags | 47) Protective Equipment |
| 18) Flooring | 48) Records Management |
| 19) Fuel Management | 49) Search and Navigation |
| 20) Furniture Services | 50) Security Animals and Related Services |
| 21) Healthcare Furniture | 51) Security Services |
| 22) Household, Dormitory & Quarters Furniture | 52) Security Systems |
| 23) Human Resources | 53) Signs |
| 24) Identity Protection Services | 54) Social Services |
| 25) Industrial Products | 55) Structures |
| 26) Industrial Products and Services Maintenance and Repair | 56) Technical and Engineering Services (non- IT) |
| 27) IT Hardware | 57) Telecommunications |
| 28) IT Services | 58) Testing Equipment |
| 29) IT Software | 59) Training |
| 30) IT Solutions | |

NOTE: More information related to the Order Level Materials SIN is available at gsa.gov/mascategoryrequirements

**GENISYS SOFTWARE LICENSE AGREEMENT
(Direct Between Innovative Lighting & End User)**

THIS AGREEMENT (“**License**”) is entered into between **Innovative Lighting, LLC** (“**Innovative Lighting**”) an Iowa Limited Liability Company and the Government Customer identified in the Task / Delivery Order to which this License is attached (“**Licensee**”).

RECITALS:

Innovative Lighting has developed proprietary, industry leading software for efficient lighting control and management, and power usage and other data reporting; and

The software is named “GENISYS Control System Software and GENISYS Control System Firmware” (“**GENISYS Software**”); and

The GENISYS Software is accompanied by a user guide and related material (“**User Guide**”); and

Licensee wishes to purchase a License from Innovative Lighting for the GENISYS Software with the relationship between the parties to be governed by the terms of this License;

By purchasing and using the GENISYS Software, Licensee agrees to the terms of this Agreement.

THEREFORE, IT IS AGREED:

**ARTICLE I
THE LICENSE & PERPETUAL TERM**

1. **The License Grant.** Innovative Lighting grants to Licensee a (i) perpetual, (ii) nonexclusive, (iii) nontransferable, limited license (the “**License**”) to use the GENISYS Software and User Guide for its own internal use as an application.
2. **Term.** The term of this License shall begin on the Effective Date, and shall continue for an indefinite period, unless terminated or cancelled as provided for herein.

**ARTICLE II
THE LICENSE PARAMETERS**

3. **Authorized Extent of Use.** The License granted shall be for Licensee’s use of the GENISYS Software in machine readable form either (i) on a single computer at a designated site or (ii) on multiple computers at a single site.
4. **Prohibitions.** Licensee shall not do any of the following:
 - (i) **No Reproduction & Modifications:** Reproduce, copy, modify, merge or bundle, edit, develop any software derivative, or otherwise copy, decompile, reverse engineer, disassemble or alter the GENISYS Software, or attempt, authorize or allow any of the foregoing.
 - (ii) **No Transfers & Conveyances:** Resell, license, sublicense, lend, rent, assign, tender possession, allow possession or otherwise transfer or convey to any third party the GENISYS Software, or any right in it.

- (iii) No Pledges & Encumbrances: Hypothecate, pledge, grant a security interest in, encumber, transfer or convey the GENISYS Software, or any right in it.
- (iv) No External Use: Use the GENISYS Software to process the work or meet the needs of third parties or any service bureau, time sharing or any interactive or similar system.
- (v) Notice of Proprietary Rights: Remove, relocate or obscure any Innovative Lighting proprietary rights notices.

5. **Positive Covenants**. In addition to the prohibitions of Section 4 above, Licensee agrees to take commercially reasonable precautions such that the GENISYS Software will be (i) protected from, and (ii) not disclosed to, and (iii) not otherwise made available to any third party to see or review, in whole or in part; and Licensee shall also limit circulation and availability of the GENISYS Software to those employees having a need to use it, or manage its use, all limited to the scope of their employment, and (iv) Licensee grants Licensor remote access to the software for the limited purpose of updating the software, collecting data generated by the system and to facilitate diagnostics and troubleshooting.

ARTICLE III MAINTENANCE & SUPPORT

6. **First Year Includes Maintenance & Support**: For one (1) year from the Effective Date of this Agreement, Innovative Lighting will provide at no extra cost, the complete complement of "Support Services" defined below in Section 7.

After the first year, Support Services will be provided by Innovative Lighting only if End User has purchased ongoing Support Services.

Ongoing Support Services can be purchased through End User's Reseller; or, if End User has no continuing relationship with a Reseller, directly from Innovative Lighting.

7. **Support Services**. For the first year while this License is in effect at no extra charge, and thereafter during which ongoing Support Services have been purchased, the following support services (the "**Support Services**") relating to the GENISYS Software will be provided by Innovative Lighting:

- (i) Updates: Any issues of which Innovative Lighting is actually aware, which constitute problems (as determined in the sole discretion of Innovative Lighting) for which Innovative Lighting publishes problem solutions ("**Updates**"); and

[Note: Updates are intended to (i) reduce errors, or (ii) reduce the effect of errors; and, as to either, may or may not have enhanced, impaired or modified functionality].

- (ii) Enhancements: Enhancements to the GENISYS Software that Innovative Lighting elects to incorporate into and make a part of the GENISYS Software and does not separately market; and

- (iii) Technical Phone Support: Telephone support will be available 24/7 from Innovative Lighting for the use and maintenance of the GENISYS Software; provided, however, phone support will require that End User first register the names, email addresses and phone numbers of no more than three (3) employees of End User who are authorized to call in for technical support.

8. **Support Services Limitations**: The following limitations shall apply to the Support Services:

- (i) Current Releases Only: Support Services shall be available for current releases only, as

identified by Innovative Lighting.

(ii) **Implementing Enhancements:** In order to remain eligible for Support Services, Licensee must implement GENISYS Software Updates and enhancements within ninety (90) days of the date of the release by Innovative Lighting.

(iii) **Things not Included:** Support Services do not include support of the GENISYS Software operating on computers or equipment not identified by Innovative Lighting as an authorized computer or device; nor does Innovative Lighting support software it does not supply; nor will Support Services be provided for GENISYS Software not properly used, or used in an operating environment not designated in the documentation, specification and materials which accompany GENISYS Software.

(iv) **Upgrades:** Upgrades (as opposed to Updates) which are new versions of GENISYS Software will be marketed separately, and are not included in Support Services.

ARTICLE IV **WARRANTY OF TITLE & DESCRIPTION** **OF OWNERSHIP RIGHTS**

9. **Full Warranty of Title:** Innovative Lighting warrants to Licensee that Innovative Lighting is the owner of the GENISYS Software and has the full right to enter into this License.

10. **Indemnification by Innovative Lighting.** The GENISYS Software is subject to the protection of the copyright and or trade secret laws and other intellectual property laws of the United States and other counties and jurisdictions.

Innovative Lighting shall defend, indemnify and hold harmless Licensee from and against any and all claims of third parties brought against Licensee relating to its use of the GENISYS Software which is alleged to infringe any patent, copyright or other intellectual property right of the third party.

This indemnification is conditioned upon Licensee giving prompt notice to Innovative Lighting of any claim, or threat of a claim, and the full cooperation from Licensee in defending and/or processing the claim.

ARTICLE V **INDUSTRY RELATED DISCLAIMERS**

11. **Disclaimer of Warranties.** Other than the warranties specifically set out in this License, (i) Innovative Lighting sells, and Licensee accepts, the GENISYS Software in its "as-is, where-is" condition with all faults, and (ii) Innovative Lighting makes no warranty, express, implied or statutory, including without limitation, and (iii) Innovative Lighting disclaims all such warranties.

12. **Limitation of Damages.** For all claims relating to the GENISYS Software or Innovative Lighting's performance under this License, whether in contract, tort, strict liability or otherwise, Innovative Lighting's liability for damages shall not exceed an amount equal to the purchase price paid by Licensee for the GENISYS Software.

13. **Limitation of Liability.** In no event shall Innovative Lighting be liable for indirect, special or consequential damages, or third party claims, whether foreseeable or not, even if Innovative Lighting has been advised of the possibility of such damages.

14. **Accounting for State Laws.** Some States do not permit the exclusion of implied warranties, or the exclusion or limitation of incidental or consequential damages, so anything in this License to the contrary may not apply to the Licensee.

ARTICLE VI **DEFAULTS**

15. **Termination, Cancellation & Default.** If either party defaults in the performance of any of its obligations hereunder and fails to cure such default within ten (10) days after receiving written notice of such default from the other, then this Agreement can be terminated by the non-defaulting party, effective upon giving written notice. Notwithstanding the foregoing, termination, cancellation & default, and the effects of termination or cancellation addressed in Section 16, below, shall be in accordance with GSAR 552.212-4(d) and the Contract Disputes Act.

16. **Effect of Termination or Cancellation.** Upon termination or cancellation of this Agreement, Licensee shall

- (i) Stop using GENISYS Software.

ARTICLE VII **GENERAL**

17. **Notice.** Any notice which is necessary or permissible to be given under the terms of this Agreement shall be in writing, and shall be deemed to have been given or served on the date of mailing (i) by certified mail – return receipt requested, or (ii) via a nationally recognized overnight courier service; and in either case, with postage prepaid, properly addressed as follows:

If to Innovative Lighting: Innovative Lighting, LLC
Attn: GENISYS Controls Department 109 Progressive Ave
Roland, Iowa 50236

If to Licensee: See Task / Delivery Order for Address and Point of Contact

18. **Force Majeure.** Innovative Lighting will not be liable for any damages, expenses or other commercial injury, however designated, caused by any delay in or failure or defect of performance under this License, or be liable for any other consequences, damage, injury or loss, caused by or resulting from any act, event, occurrence, or other cause beyond the control of Innovative Lighting, including without limitation, computer viruses, on-line failure, war, vandalism, terrorism, sabotage, accidents, epidemics, quarantines, fires, explosions, earthquakes, floods, strikes, labor disputes, mechanical breakdown, shortages or delays in obtaining suitable parts, material, labor or transportation, or the act of any other party, or any similar cause.

19. **Survival.** The provisions of this License related to (i) the protection of Innovative Lighting's intellectual property, and (ii) disclaimer and limitations, shall survive the termination, cancellation or expiration of this License.

20. **Captions & Headings.** Both the Article and Section headings and subheadings are for convenience and reading orientation only, and do not define, expand or limit the provisions themselves; and shall not be used in the interpretation of this License.

21. **Modification.** No amendment or modification to this License is permitted and any purported amendment or modification shall be void.

22. **Complete Agreement.** This License and the terms and conditions of the GSA Multiple Award Contract contains the entire understanding of the parties as it pertains to its contents, and all prior negotiations, representations, understandings or agreements, whether written or oral, are both merged into this License and have no further force or effect to the extent to which they may conflict with the terms of this License or expand upon them.

23. **Governing Law.** This License shall be governed by and construed in accordance with the federal laws of the United States.

24. **No Representations.** There are no representations, warranties, covenants, or promises, express or implied, other than those specifically referred to in this License.

25. **Non-Waiver.** Nothing in this License shall be considered waived by either part unless given in writing; and no such written waiver shall be a waiver of any past or future (i) default, or (ii) breach; nor shall it be considered a modification (nor anything else) of any of the terms, provisions or conditions of this License, unless expressly stipulated in the waiver.

26. **Confirming Language of "Sale."** Any reference to "sale(s)," "resale(s)," "selling," "reselling" (or other such forms and tenses) refers only to the sale and transfer of the License or the right to License; and no title to the GENISYS Software is transferred.