AUTHORIZED FEDERAL SUPPLY SCHEDULE INFORMATION TECHNOLOGY SCHEDULE PRICELIST SCHEDULE 70-GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE & SERVICES

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through GSA Advantage!, a menu-driven database system. The INTERNET address for GSA Advantage! is http://www.gsaadvantage.gov

Special Item Numbers (SINs): 132-8, 132-8STLOC, 132-8RC – Purchase of New Equipment

132-32, 132-32STLOC, 132-32RC-Term Software Licenses

About the Company:

Untangle makes an integrated suite of security software and appliances with enterprise-grade capabilities and consumer-oriented simplicity. Untangle's award-winning software is trusted by over 400,000 customers, protecting nearly 5 million people, their computers and networks. Our products help organizations become more productive and efficient by giving users better, faster, and more reliable access to Internet-enabled content and tools. Our products allow Network Managers to quickly, easily and clearly understand their Internet usage and demands making it easier to set and enforce usage policies that improve network performance, stability and reliability.

The company's first product, the Untangle gateway platform, brought together the best open source projects to create a comprehensive network management solution that provided unprecedented functionality via an application model. In 2007, Untangle released the Untangle Gateway Platform under the GPLv2 license, making it the world's first commercial-grade open source solution for blocking spam, spyware, viruses, adware and unwanted content on the network, providing a free and better alternative to costly, inflexible proprietary appliances.

UNTANGLE, INC.
100 W. SAN FERNANDO STREET
SUITE 565
SAN JOSE, CA 95113
Tel: 408-598-4269
Fax: 408-598-4297
Website: www.untangle.com

Contract Number: GS-35F-432CA

Period Covered by Contract: July 21, 2015 through **July 20, 2020**

Business Size: Small Business Concern

CUSTOMER INFORMATION:

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

SIN	Description
132-8, 132-8STLOC, 132-8RC	**Purchase of New Equipment**
132-32, 132-32STLOC, 132-32RC	**Term Software Licenses**

Identification of the lowest priced item awarded under the contract –Refer to **pages 23-25** within this pricelist.

2. **Maximum Order:** $500,000 per SIN – For SINs 132-8, 132-8STLOC and 132-8RC, 132-32, 132-32STLOC, and 132-32RC

3. **Minimum Order:** $100.00

4. **Geographic Scope of Coverage:** Domestic delivery only

5. **Quantity Discounts**: None Offered

6. **Volume Discount**: Additional 1% discount for single order at $100,000-$500,000; and Additional 1.5% discount for single order >$500,000

7. **Prompt Payment Terms:** 0.5%-10 days

8. **Government Purchase Cards:** Government Purchase Cards will be accepted however no additional discounts will apply under the contract

9. **Government Educational Institutional Discounts:** The Government Educational Institutions are offered the same types of discounts and concessions under this contract as all other Government customers

10. **Foreign Items:** No foreign items are awarded under this contract

11. **Normal Delivery Terms:**
    SIN 132-8, 132-8STLOC, 132-8RC – 7 days
    SIN 132-32, 132-32STLOC, 132-32RC – Immediate download upon purchase

12. **Expedited Delivery Terms**:
    SIN 132-8, 132-8STLOC, 132-8RC – As agreed between Untangle, Inc. and the Ordering Activity
    SIN 132-32, 132-32STLOC, 132-32RC – Immediate download upon purchase

13. **Overnight/2-Day Delivery Terms:** As agreed between Untangle, Inc. and the Ordering Activity

14. **Urgent Requirements:** When the Federal Supply Schedule contract delivery period does not meet

the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

15. FOB Point: Destination

16. Ordering Address: UNTANGLE, INC.
100 W. San Fernando Street, Suite 565
San Jose, CA 95113

17. Payment Address: UNTANGLE, INC.
100 W. San Fernando Street, Suite 565
San Jose, CA 95113

18. Warranty Periods: SINs 132-8, 132-8STLOC, 132-8RC – 1 year, 2 years or 3 years
SINs 132-32, 132-32STLOC, 132-32RC- 60 days

19. Export Packing Charges: Export Packing is not offered under this contract.

20. List of Participating Dealers: None

21. Environmental Attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants): Not Applicable

22. Section 508 Compliance: Contact UNTANGLE, INC. for Section 508 compliance information. The EIT standards can be found at: http://www.section508.gov

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

24. Data Universal Numbering System (DUNS) Number: 134634158

***25.* CAGE Code:** *79X42*

26. Untangle, Inc. is currently registered within the System for Award Management (SAM) database.

27. Trade Agreements Act of 1979, as Amended: All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

28. Ordering Procedures for Federal Supply Schedule Contracts: Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.

b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

29. Contractor Tasks/Special Requirements (C-FSS-370) (NOV 2003):

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

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

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.

(i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

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

30. Contract Administration for Ordering Activities: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

31. GSA Advantage!: GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

(1) Manufacturer;
(2) Manufacturer's Part Number; and
(3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is http://www.gsaadvantage.gov

32. Purchase of Open Market Items: Note: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

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

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

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

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

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

33. Contractor Commitments, Warranties and Representations:

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

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

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

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

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

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

None

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

35. Blanket Purchase Agreements (BPAs): The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

36. Contractor Team Arrangements: Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

37. Installation, Deinstallation, Reinstallation: The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of $2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of

public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds $2,000, then the requirements of the Davis-Bacon Act applies.

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

38. Prime Contractor Ordering from Federal Supply Schedules: Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

39. Insurance- Work On A Government Installation (JAN 1997)(FAR 52.228-5):

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or

elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

40. **Software Interoperability:** Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at **http://www.core.gov.**

41. **Advance Payments:** A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

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

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: Refer to **pages 24-25** within this pricelist.

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

installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds $2,000, then the requirements of the Davis-Bacon Act applies.

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

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

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. SINs 132-8, 132-81STLOC, 132-8RC - Firewall Appliances- 1 year, 2 year or 3 year which is included within the purchased price.

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:

UNTANGLE, INC.

100 W. San Fernando Street Suite 565

San Jose, CA 95113

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 TERM SOFTWARE LICENSES OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE (SPECIAL ITEM NUMBERS 132-32, 132-32STLOC, and 132-32RC)

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. END USER LICENSE AGREEMENTS REQUIREMENTS (EULA)

Refer to the UNTANGLE INC EULA - Attachment I within the pricelist for the terms of this agreement.

3. GUARANTEE/WARRANTY

a. Refer to the UNTANGLE INC. EULA- Attachment I

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. If no implied warranties are given, an express warranty of at least 60 days must be given in accordance with FAR 12.404(b)(2)

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 US: 866-233-2296; International: 408-598-4299 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 5:00am-5:00pm Pacific Time.

5. Software Maintenance as a Product (SINs 132-32, 132-32STLOC, 132-32RC)

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.

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

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

a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor 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 and/or maintenance is to be continued during any remainder of the contract period.

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

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

7. UTILIZATION LIMITATIONS - (SIN 132-32, 132-32-STLOC, 132-32RC)

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.

8. SOFTWARE CONVERSIONS - (SIN 132-32, 132-32STLOC, 132-32RC)- 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.

9. DESCRIPTION OF SOFTWARE:

NG Firewall manages every aspect of network control from content filtering to web caching, remote access to policy enforcement, all in one simple, drag & drop interface. NG Firewall is a next-generation platform for deploying network based applications. The platform unites these applications around a common GUI, database and reporting. NG Firewall's applications inspect network traffic simultaneously, greatly reducing the resource requirements of each individual application. NG Firewall is software that can be installed on standard Intel-compatible hardware, or you can purchase a hardware appliance directly from Untangle with the software pre-installed. NG Firewall should sit at or directly behind the network gateway in between your network and the internet.

10. RIGHT-TO-COPY PRICING- The right-to-copy licenses are not offered and are therefore unauthorized under this contract.

Attachment I

UNTANGLE INC.

PROPRIETARY END USER LICENSE AGREEMENT

This End User License Agreement (this "Agreement") is entered into between Untangle, Inc. ("Untangle") and the person or entity ("you" or "Licensee") that purchases, receives, installs, or uses the software program accompanying this Agreement. If you do not agree to the terms and conditions of this Agreement, Untangle is unwilling to license the Software Products to you. Untangle reserves the right to refuse to sell Products or Services to any customer at its sole discretion.

1. Definitions. The following capitalized terms will have the meanings ascribed to them below.

1.1 "Beta Software" means any Software Product that is designated by Untangle as being in "beta" or pre-release status.

1.2 "Documentation" means the documentation for the Software.

1.3 "Free Software" means those specific Software Products which are designated on the Untangle Library as being available to Licensee for download and use without the payment of a license fee.

1.4 "Open Source Software" has the meaning set forth in Section 3.3 (Open Source Software).

1.5 "Software Product" means (a) a specific software module that Licensee may download from the Untangle Library and enable using the Untangle Platform; and (b) all Updates thereto. "Software Products" does not include the Untangle Platform, which is obtained under a separate open-source license agreement, or any other Open Source Software.

1.6 "Trial Period" means, with respect to a particular Software Product, the limited trial period specified in the Untangle Library for such Software Product (or, if not specified, the thirty (30) day period immediately following the download of such Software Product).

1.7 "Update" means any of the following software that Untangle may release from time to time in its sole discretion: (a) any virus signature update, new threat profiles, or any other similar updates to the data libraries contained within certain Software Products; and (b) any patch, bug fix, error-correction, or other new release of the Software Products, excluding any major new releases for which Untangle charges an additional license fee.

1.8 "Untangle Hardware" means a hardware appliance purchased by Licensee that contains the Untangle Platform.

1.9 "Untangle Library" means the web site operated by Untangle from which additional Software Products may be downloaded using the Untangle Platform.

1.10 "Untangle Platform" means (a) the Untangle administrative client software and related base functionality that enables the download, installation, operation, and updating of Software Products, which is licensed as Open Source Software under a separate open-source software license; or (b) any modified version of such client software developed pursuant to the terms of such separate open-source software license.

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SINs 132-8, 132-8STLOC, 132-8RC

PRICING FOR FIREWALL APPLIANCES WITH WARRANTY

Firewall Appliance with Warranty	GSA Price (1year)	GSA Price (2 year)	GSA Price (3 year)
u50	$ 788.04	$ 919.53	$ 1,094.84
u50w	$ 788.04	$ 919.53	$ 1,094.84
u150	$ 1,094.84	$ 1,270.16	$ 1,489.30
u500	$ 2,278.22	$ 2,628.85	$ 3,023.30
m1500	$ 5,740.69	$ 6,398.12	$ 7,625.32
m3000	$ 6,661.09	$ 7,450.01	$ 8,852.52

SINs 132-8, 132-8STLOC, 132-8RC

PRICING FOR FIREWALL APPLIANCES WITH COLD SPARE AND WARRANTY

Firewall Appliance with Cold Spare and Warranty	GSA Price (1 year)	GSA Price (2 year)	GSA Price (3 year)
u50	$ 1,576.08	$ 1,799.61	$ 2,097.64
u50w	$ 1,576.08	$ 1,799.61	$ 2,097.64
u150	$ 2,189.68	$ 2,487.72	$ 2,860.26
u500	$ 4,556.43	$ 5,152.50	$ 5,823.08

m1500	$11,481.37	$12,796.23	$15,250.64
m3000	$13,322.18	$14,900.01	$17,705.05

SINs 132-32, 132-32STLOC, 132-32RC

NG FIREWALL SOFTWARE

Devices	GSA Price (Monthly)	GSA Price (Annual)	GSA Price (3 year)	GSA Price (5 year)
1-150	$ 78.09	$ 843.32	$ 2,248.87	$ 3,279.60
151-500	$ 156.17	$ 1,686.65	$ 4,497.73	$ 6,559.19
501-1500	$ 312.34	$ 3,373.30	$ 8,995.47	$13,118.39
1501+	$ 624.69	$ 6,746.60	$17,990.93	$26,236.78

SINs 132-8, 132-8STLOC, 132-8RC, 132-32, 132-32STLOC, 132-32RC

SYSTEM INSTALLATION & CONFIGURATION SERVICE	
Devices	**GSA Price**
1-10	$ 386.05
11-50	$ 513.10
51-150	$ 679.24
151-500	$ 972.44
501-1500	$ 1,461.11
1501-3000	$ 1,852.04
CONVERSION SERVICE	
Devices	**GSA Price**
1-10	$ 239.45

11-50	$ 288.31
51-150	$ 366.50
151-500	$ 708.56
501-1500	$ 1,265.64
1501-3000	$ 1,656.57
SYSTEM OPTIMIZATION SERVICE	
2 hour time block	$ 243.36