Federal Supply Service

Authorized Federal Supply Schedule Price List

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: www.GSAAdvantage.gov.

Multiple Award Schedule

FSC Group: INFORMATION TECHNOLOGY
ITHARDWARE

FSC Class(es)/Product codes: 7010, J070

Contract Number: GS-35F-487DA

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

Contract Period: September 1, 2016 to August 31, 2026

Ciphertex LLC
Address: 9301 Jordan Avenue, #105A, Chatsworth, CA 91311
Phone Number: 818-773-8989
Fax Number: 818-885-7770
Web site: www.ciphertex.com
Contact for contract administration: Jerry Kaner
Email: jkaner@ciphertex.com

Business size: Small

Price List current as of: Modification Number: PO-0015 Effective May 18, 2021

Prices Shown Herein are Net (discount deducted)
CUSTOMER INFORMATION

1a. Table of awarded Special Item Numbers (SINs):

<table>
<thead>
<tr>
<th>SIN #</th>
<th>SIN Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>33411</td>
<td>Purchase Of New Equipment</td>
</tr>
<tr>
<td>811212</td>
<td>Equipment Maintenance</td>
</tr>
<tr>
<td>OLM</td>
<td>Order Level Materials</td>
</tr>
</tbody>
</table>

1b. Identification of the lowest priced service for each special item number awarded in the contract:

<table>
<thead>
<tr>
<th>SIN #</th>
<th>Model</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>33411</td>
<td>0030EU001</td>
<td>$20</td>
</tr>
</tbody>
</table>

2. Maximum order for each SIN:

<table>
<thead>
<tr>
<th>SIN #</th>
<th>MAXIMUM ORDER</th>
</tr>
</thead>
<tbody>
<tr>
<td>33411</td>
<td>$ 500,000</td>
</tr>
<tr>
<td>811212</td>
<td>$ 500,000</td>
</tr>
<tr>
<td>OLM</td>
<td>$ 250,000</td>
</tr>
</tbody>
</table>

3. Minimum order: $100

4. Geographic coverage (delivery area): Domestic and Overseas

5. Point(s) of production: Chatsworth California USA

6. Discount from list prices or statement of net price: Prices offered are net prices

7. Quantity discounts: Additional 1% over the base discount on single orders between $1,000,000 and $5,999,9999 shipping to a single location. Additional 2% over the base discount on single orders over $6,000,000 shipping to a single location

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. Foreign items: none

10a. Time of delivery: 30 days ARO

10b. Expedited delivery: none

10c. Overnight and 2-day delivery: Contact Vendor

10d. Urgent requirements: Contact vendor

11. F.O.B. Destination for all points in the Continental United States, Hawaii, Alaska, Puerto Rico and Washington DC. FOB Origin or Point of Exportation for all other OCONUS locations.

12a. Ordering address(es):

Ciphertex LLC
9301 Jordan Avenue, #105A
12b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

13. Payment address:
Ciphertex LLC
9301 Jordan Avenue, #105A
Chatsworth, CA 91311

14. Warranty provision:
3 year Standard Commercial Warranty on Ranger RAID systems, Single Drives, and Portable NAS systems.

CIPHERTEX warrants the Product to be free of material defects and errors that prevent normal operation. On receipt of notice of such defect or error from Customer, CIPHERTEX shall, at its own expense (for products under warranty), exercise commercially reasonable efforts to modify the Product, upgrade the Product, or suggest an alternate procedure or routine which eliminates the adverse effect of the defect or error. Notwithstanding the foregoing, CIPHERTEX shall be relieved from any such obligation if Customer fails to give CIPHERTEX a timely written notice of any error claimed, and the delay causes further damage to Customer.

Notwithstanding the warranty provisions set forth in the Limited Warranty (See www.ciphertex.com/support/warranty), CIPHERTEX’s obligation with respect to such warranties shall be contingent on Customer’s use of the Product in accordance with instructions as provided in the User’s Guide. CIPHERTEX shall have no warranty obligations with respect to any portion of the Product which has been: (a) operated by the Customer in a manner inconsistent with requirements set forth in the User’s Guide or that has been modified by any party other than or authorized by CIPHERTEX; (b) damaged in any manner and by any cause other than any act or omission of CIPHERTEX; (c) operated with any third party hardware and/or software not owned or approved by CIPHERTEX; or (d) subjected to extreme power surge or electromagnetic field.

15. Export packing charges: None

16. Terms and conditions of rental maintenance, and repair: See SIN 8112122 information below

17. Terms and conditions of installation: self installable

18a. Terms and conditions of repair parts: See SIN 811212 information below

18b. Terms and conditions for any other services: None

19. List of service and distribution points: None

20. List of participating dealers: None

21. Preventative maintenance: None

22a. Special attributes such as environmental attributes: None

22b. Section 508 compliance: Yes

23. Data Universal Number System (DUNS) number: 16463814
24. Notification regarding registration in the System for Award Management (SAM) database. Yes
INFORMATION TECHNOLOGY CATEGORY
HARDWARE SUBCATEGORY
SIN 811212 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 No onsite services are provided. All maintenance services are completed at Ciphertex Data Security in Chatsworth, California (**insert miles) 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:

   Ciphertex Data Security
   9301 Jordan Avenue, #105A
   Chatsworth CA 91311

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.

   ii) 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.

   iii) After Hours: Should the ordering activity require that maintenance be performed outside of regular hours, charges for such maintenance, if any, will be specified in the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016). Periods of less than one hour will be prorated to the nearest quarter hour.

   iv) 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.

<table>
<thead>
<tr>
<th>Indicate if there will be an additional charge for travel and transportation.</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not applicable</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Quantity Range</th>
<th>Discounts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Units</td>
<td>none</td>
</tr>
</tbody>
</table>
INFORMATION TECHNOLOGY CATEGORY
HARDWARE SUBCATEGORY
SIN 811212 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 **No onsite services are provided. All maintenance services are completed at Ciphertex Data Security in Chatsworth, California (**insert miles) 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:

   Ciphertex Data Security
   9301 Jordan Avenue, #105A
   Chatsworth CA 91311

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 and/or 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 in the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016)). 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 in the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016)). Periods of less than one hour will be prorated to the nearest quarter hour.

<table>
<thead>
<tr>
<th>Repair Service Rates</th>
<th>Minimum Charge * - Regular Hours</th>
<th>Hourly Rate - After Hours</th>
<th>Hourly Rate - Sunday and Holidays</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor/OEM Facility</td>
<td>59.32</td>
<td>59.32</td>
<td>Not available</td>
</tr>
<tr>
<td>Ordering Activity Location (Within Established Service Areas)</td>
<td>Not applicable</td>
<td>Not applicable</td>
<td>Not applicable</td>
</tr>
<tr>
<td>Ordering Activity Location (Outside Established Service Areas)</td>
<td>Not applicable</td>
<td>Not applicable</td>
<td>Not applicable</td>
</tr>
</tbody>
</table>

*MINIMUM CHARGES INCLUDE FULL _1__ HOURS ON THE JOB

4) 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.
   b) All parts shall be furnished at the prices indicated in the Contractor's commercial pricelist dated April 1 2016__, at a discount of _7__% from such listed prices.